The Solicitors Journal.

LONDON, APRIL 11, 1885.

CURRENT TOPICS.

MR. JUSTICE KAY will continue during the ensuing sittings the practice he recently commenced of sitting in chambers for a whole day every Friday.

THROUGH THE DEATH of Lord CAIRNS there is now not a single law lord in receipt of a pension as an ex-Lord Chancellor, a state of things which is unprecedented for nearly sixty years.

WE REGRET to announce the death of Mr. Registrar TEESDALE, which took place somewhat suddenly at his residence in Cromwell-road on the 9th instant. Mr. TEESDALE entered the office of the Chancery Registrars in February, 1848, and he was appointed a registrar in August, 1867.

THE ORDER which we announced last week as in course of preparation will be found in another column. It will be observed that it re-transfers to Mr. Justice CHITTY only forty-nine, instead of fifty, causes. This is accounted for by the fact that the part-heard cause of *Hordern* v. *Faulkner* is retained by Mr. Justice FIELD, who will complete the hearing after his return from circuit.

THE CAUSE LISTS for the Trinity Sittings were not published up to the time of our going to press. They will include all appeals, causes, &c., set down up to and including Wednesday, the 8th instant. So far as the cause books show, the approximate number of appeals is about 177 from the Chancery Division and 145 from the other divisions, making an approximate total of 322 appeals, as against a total of 358 appeals at the Hilary Sittings.

THE CHANCERY CAUSE LISTS will contain upwards of 720 causes as against 779 at the Hilary Sittings. The reduction in numbers is accounted for by the recent transfer of sixty-five actions to the Queen's Bench Division, and the assistance afforded by Mr. Justice FIELD in hearing cases in the Chancery Division.

MUCH INCONVENIENCE is likely to be occasioned by the delay in the publication of the Chancery and the Court of Appeal Sittings Paper for the ensuing sittings, which we have usually been able to give to our readers in our issue immediately preceding the opening of the courts. We believe it is doubtful whether it will be published before Saturday morning.

THERE WAS an odd mistake in the first edition of the circuit paper, which, having found its way into the newspapers, occasioned no small amount of surprise. It was intimated, with all the emphasis conferred by an index finger and italics, that "Vice-Chancellor BACON will sit in chambers until the return from circuit of Mr. Justice MATHEW." A subsequent edition of the paper intimated that Mr. Baron POLLOCK was to be the chamber judge.

WE PRINT elsewhere an able and temperate memorandum issued by the Bar Committee on the question of circuit arrangements. The main object of the committee is to draw attention to the evils attending the system of sending one judge only to a circuit town. This system, the committee say, "has created great discontent and inconvenience amongst suitors, solicitors, jurymen, and officials attending the assizes; and, in many cases, parties, with their solicitors, are kept waiting day after day in the circuit towns, their causes being postponed till the conclusion of the criminal business, the exact time of which is always uncertain; and when at length the civil business is commenced, it often happens that no sufficient time remains for having the causes properly tried." We have several times expressed our apprehension of the difficulties to which the one-judge system would give rise, and further experience of the working of the system has not tended to allay these apprehensions. The committee suggest as remedies the appointment of additional judges and a diminution in the number of places at which assizes are held. The former remedy is, we fancy, impracticable, having regard to the present disposition of the authorities; the latter was suggested by us last autumn. The grouping of places, as at the spring and autumn criminal assizes, would both save judicial time and also enable a more correct estimate to be formed beforehand of the amount of work; for the greater the district the more possible is it to strike an average of the number of cases. We suggested the alternation of assizes between different counties as a means of obviating the jealousy which would be excited among the counties by a system of grouping, and we are glad to see that the suggestion is taken up by the Bar Committee.

THE JUDGES show much disinclination to give any decision upon the question, What becomes of a legal estate in fee simple, vested in a sole trustee who dies intestate, during the interval between his death and the appointment of an administrator? Section 30 of the Conveyancing Act, 1881, enacts that, notwithstanding any testamentary disposition, the fee shall, under such circumstances, "devolve to and become vested in" the trustee's "personal representatives or representative from time to time, in like manner as if the same were a chattel real vesting in them or him." It is clear that a legal estate cannot vest in a non-existent personage, and, therefore, that it cannot vest in the administrator until he is appointed. The question is, What becomes of it in the meantime? Is it in abeyance, or does it descend to the heir, subsequently being divested upon the appointment of an administrator? Hitherto this question has arisen only in connection with the proper form of the order for vesting trust property in new trustees appointed by the court after the death of a sole trustee, and the court has preferred to make the order in such a form as to avoid giving any formal decision. In *In re Pilling's Trusts* (32 W. R. 853, L. R. 26 Ch. D. 432), an application was made to Mr. Justice PEARSON, after an administrator had been appointed, to "correct" an order which had previously been made by Mr. Justice FRY during the interval between the death and the appointment. Mr. Justice FRY's order had purported to vest in the new trustees the estate *then vested in the heir-at-law of the deceased trustee*. Mr. Justice PEARSON declined to "correct" this order, preferring to make a new one, purporting to deal with the estate which was at that time undoubtedly vested in the legal personal representative. In another case reported by us last week (*suprà*, p. 372), *In re Rackstraw's Trusts*, Mr. Justice KAY had to deal with the same problem as Mr. Justice FRY in the previous case, for no personal representative was in existence. Mr. Justice KAY, instead of assuming, like Mr. Justice FRY, that the estate was during the interval in the heir-at-law, preferred to make an order vesting the property in the new trustees for all the estate and interest which *the deceased trustee had immediately before his death*. Probably the question never will get itself decided so long as it relates only to the making of vesting orders. But it may perhaps some day arise under circumstances similar to those which have led to discussion as to the whereabouts of the legal estate in leaseholds before the appointment of an administrator. Then it may perhaps appear that the precise "manner" in which chattels real "devolve

to and become vested in" an administrator is less obvious than the framers of the Act would seem to have supposed.

In the case of *Woodgate* v. *Great Western Railway Company* (33 W. R. 428), it was decided by Hawkins and Smith, JJ., on appeal from the Marylebone County Court, (1) that a condition that a railway company will not be liable for delay to passengers, unless caused by the wilful misconduct of their servants, is not unreasonable; (2) that conditions in time-tables, when a ticket is expressed to be issued subject thereto, are part of the contract; (3) that it is not "wilful misconduct" to refuse to send a passenger on by a special train when a through train misses by delay a corresponding train at a point of junction, if it be reasonably considered unsafe to send a special train; and (4) that the fact that a company has paid one complaining passenger compensation for delay cannot be used against them as an admission of liability in an action for delay arising from the same cause by another passenger. The plaintiff, a practising barrister, had travelled, on Christmas Eve, 1881, from Paddington to Bridgnorth by a train due at Bridgnorth at 3.38 p.m. From Hartlebury Junction, the proper passenger train having gone on, the plaintiff had been sent to Bridgnorth by a luggage train, and arrived at Bridgnorth at 7.20 p.m.—nearly four hours late. The ticket had the usual "see back" upon it, and upon the back was printed the reference to the company's time-tables. The county court judge awarded £1 damages, "apportioned as follows—viz., 10s. for the physical inconvenience and discomfort occasioned to the plaintiff by his detention at Hartlebury" (where the platform is uncovered), "and 10s. for the inferior accommodation and delay on the journey from Hartlebury to Bridgnorth," being of opinion that the notice and conditions were inapplicable, and "that it was for the defendants to show that the delay and detention of which the plaintiff complained were owing to no neglect or want of care on their part." In two careful, but oral, judgments, the judges of the Divisional Court not only reversed this judgment, but reversed it without hesitation, and refused leave to appeal. We think that the judgments are, in point of law, correct. The "see back" branch of the question is concluded by the authority of *Watkins* v. *Rymill* (31 W. R. 337). That the burden of proof rested on the plaintiff to show wilful misconduct may be seen by comparing the conditions of his contract with those in *Le Blanche's case* (24 W. R. 808). In that case there were the affirmative words that "every effort would be made to ensure punctuality," which were absent from the conditions in this case, and nothing was said as to "wilful misconduct." As is pointed out by Smith, J., the conditions were framed with the very object of getting out of *Le Blanche's case*. As to the special train point, all that can be done is to fall back upon the ordinary meaning of words, and to point out that it can never be wilful misconduct to abstain from doing an extraordinary act, which the very nomenclature shows the sending a special train to be. The fourth point, which is very interesting and of general application, was, we think, dismissed somewhat summarily by the learned judges. But we think, on the whole, that the rule, *res inter alios acta alteri nocere non debet*, was rightly applied, as may be seen by reference to many cases, and in particular to *Hollingburn* v. *Head* (27 L. J. C. B. 241). There, in an action for the price of goods, the question was raised whether they were sold subject to a certain condition. The plaintiff denying the condition, the defendant was not allowed to prove that the plaintiff had sold similar goods to other persons subject to the alleged condition.

The Bill for creating Provincial High Courts of Justice, introduced this session, proposes to constitute three courts at Liverpool, Manchester, and Birmingham. The judges are to hold sittings during such periods and at such times as the Royal Courts of Justice, and to observe the same vacations. The judges who are to preside at the district courts are to be selected according to rules framed for that purpose; and there is to be one judge for each district. They may hear and determine in either of the district courts all questions or issues of fact or law, or partly of both, depending in the Chancery and the Queen's Bench Divisions, or Admiralty branch of the Probate, Divorce, and Admiralty Division, in respect of which the place of trial is laid within their respective districts, and may exercise any civil or criminal jurisdiction capable of being exercised by a single judge of the High Court or by a judge at chambers.

LORD CAIRNS AS A LEGISLATOR.

A great deal has been written during the past week about Lord Cairns' political and judicial career; but little attention has been devoted to the part he took in initiating and carrying out the most important legal changes which have occurred in our generation. He had undoubtedly the qualifications of a great judge, and there are many admirable judgments of his to be found in the reports, but his judicial career was not long enough to enable him to leave a very lasting impression on our case law. It seems to us that it is as a legislator that Lord Cairns will be longest remembered. We do not mean to dwell upon his share in the changes effected by the Judicature Acts; that is too well known to our readers to need recounting. As president of the Judicature Commission, the recommendations of whose first report were largely carried into effect by the Judicature Act of 1873, he took a prominent part in suggesting the re-moulding of our judicial system, and afterwards, when in office, superintended with untiring vigilance and firmness the development and completion of the measure carried by Lord Selborne. It is to his projects for facilitating land transfer that we desire to draw attention. The history of his efforts in this direction affords an example—probably unequalled among legal legislators—of persistency, boldness of conception, and caution in execution.

The design of reforming the system of land transfer was adopted by Lord Cairns early in his professional career. When, in 1858, he introduced the Bill for the establishment in Ireland of the Landed Estates Court, he referred to the expense and delay attending the transfer of land in England, and foreshadowed the application to this country of a system by which titles could be given as safe as those which had been conferred in Ireland under the jurisdiction of the Incumbered Estates Court. In the following year he brought in Bills to apply to this country the part of the Irish system which enabled the court to give an indefeasible title. In his speech on introducing these Bills, he advocated the payment of solicitors in conveyancing business by an *ad valorem* scale. The Bills never reached the committee stage, being withdrawn previously to the dissolution of Parliament. When Lord Westbury's Land Registry Bill came before the House of Commons in 1862, Sir Hugh Cairns criticised some of its details severely, and moved that it be referred to a Select Committee, but the motion was defeated. In 1873, however, Lord Cairns heartily supported the principle of the Land Titles and Transfer Bill introduced by Lord Selborne, but suggested that it should be referred to two eminent conveyancers for revision in detail. The Bill was subsequently referred to Mr. Charles Hall; but it failed to pass. In the following year, when Lord Cairns had replaced Lord Selborne on the woolsack, he introduced the Land Transfer Bill, the Real Property Limitation Bill, and the Vendor and Purchaser Bill. The principle of the two former Bills had been contained in the measure introduced by Lord Selborne; but the last-mentioned Bill owed its origin entirely to Lord Cairns, and marked a new departure in his procedure for simplifying and cheapening the transfer of land. All three Bills were named for massacre by Mr. Disraeli towards the close of the session; but Lord Cairns' quiet persistency got the Limitation Bill and the Vendor and Purchaser Bill passed into law. Next session the Land Transfer Bill was re-introduced, and became law, after an attempt by Lord Selborne to make it compulsory had been defeated. The fate of this measure is well known. It was described by the Committee of the House of Commons, which sat in 1879, as, "for all practical purposes, a dead letter." Lord Cairns, in his evidence before that Committee, ascribed the failure of the Act in no small degree to its being worked through an office instead of by a court resembling the Irish Landed Estates Court. He added that he thought there was "less urgency and less demand" then for a system of registration of title than there was when the question was first mooted, and he said that he had seen no way in which registration of titles could be made compulsory. On the other hand, Mr. Follett and Mr. Holt, the officials at the Land Registry Office, told the Committee that no system of registration of titles could be devised which would be voluntarily adopted. It was obvious that no progress was possible in this direction towards the end of simplifying the transfer of land. Nevertheless Lord Cairns did not relinquish his object.

A few months after the report of the Committee appeared, Mr.

N. T. Lawrence, the president of the Incorporated Law Society, in a remarkable address at the Cambridge provincial meeting of the society, laid down lines for conveyancing reform, and the removal to some extent of the restrictions on the alienation of land. Lord Cairns immediately saw his way to a further step in a new direction. He intimated to the Council of the Incorporated Law Society that he intended to take up the subject, and a special committee of the council sent a number of suggestions to him which he adopted. When the Bills were drafted they, or the heads of them, were sent to the council, and their suggestions upon them were accepted. The heads of the Bills were then sent to some of the leading conveyancers of Lincoln's-inn for criticism and suggestions, by the light of which the Bills were re-moulded, and in February, 1880, the Settled Land Bill, the Conveyancing Bill, the Solicitors' Remuneration Bill, and a Limitation Bill were introduced in the House of Lords as Government measures. They passed that House, but the dissolution of Parliament stopped their progress through the House of Commons. In the subsequent session of 1880 Lord Cairns re-introduced the Bills, which again passed the Lords. Again, in 1881, the Bills were introduced. After the Conveyancing Act had passed the Lords, it was referred to a Select Committee of the House of Commons for final amendment. It passed that House shortly before the close of the session, and the Solicitors' Remuneration Bill also became law. The Settled Land Act, as every one knows, became law in the session of 1882. Opinions differed, and still differ, as to the drafting of these Acts; but there can be no two opinions as to the care which Lord Cairns took to obtain the advice of practical men as to their provisions.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II.—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

Obtaining Advice on Evidence.

It is a matter of course in any litigation of importance for the solicitor to obtain an opinion from his junior counsel upon the evidence to be adduced at the trial, but the method, both of obtaining this opinion and of acting upon it, admits of some diversity in practice. We will say something in this article as to each of these matters, and will first apply our observations to an action at the trial of which oral evidence is to be given.

The period at which advice on evidence is sought will usually and naturally be the interval between the closing of the pleadings (where there are any) and the trial of the action. One solicitor will no doubt be earlier afield than another, according to his disposition, pressure of business, and degree of attention to the particular case; but, as a matter of observation in the abstract, it will be common ground to all solicitors alike that an opinion on evidence should be taken at a sufficient length of time before the trial, to allow of getting up the case to the best advantage. So far it is plain sailing.

The actual operation of obtaining this advice is, however, quite another matter. Putting aside trivial differences of practice which involve no question of principle, there may, we think, be said to be two distinct methods pursued. Each has a good deal to be said in its favour, and we will endeavour to point out what can be urged for and against both with an equal measure of fairness.

The one method is to obtain an opinion upon the materials afforded by the pleadings and any other available documents which may happen to bear upon the case. The actual instructions given to counsel will here be represented generally by a "back-sheet," intimating that he is asked to advise on evidence. By implication, however, the back-sheet will convey something to the following effect:—"The accompanying papers show what the parties are fighting about. What evidence do you consider necessary to prove the plaintiff's (or defendant's) case?"

The other method is to get up the case, to a considerable extent at least, before going to counsel for advice on evidence; to take proofs of witnesses, to obtain admission of documents, to prepare a narrative of the facts, and to launch the whole at the junior counsel in a shape practically amounting to a brief, but with the distinction that, before it is actually and ostensibly delivered in that form, he is invited to suggest any amendments of, or additions to, the materials so presented to him.

Now, in contrasting these widely different methods, it may be first pointed out that, in the former case, the opinion given must, of necessity, be, to a large extent, hypothetical. Thus the view may be expressed that it is necessary or desirable to call two witnesses able to prove this or that fact, but it may be a mere matter of speculation or inference in the mind of the writer whether his recommendation can be acted on. In the latter case, on the other hand, if the materials placed before counsel have been collected with any degree of care and discrimination, he writes his opinion, knowing in the main what evidence can be given. He may, no doubt, even in this case, advise that some point shall be elaborated without knowing whether it is practicable to adopt his suggestion; but, in substance, his views will be expressed with knowledge of the limits within which sworn testimony can be given at the trial. This distinction supplies, we think, to a great extent, the principle by which the solicitor should be guided in determining on which lines to proceed. Other things being equal, it is better to afford counsel the assistance of actual proofs and detailed information than to leave him to write on air. But if the nature of the case be such that it requires careful consideration to determine how to go to work—whether, for instance, to endeavour to get any particular facts admitted or to prove them, to direct the minds of witnesses into one channel or another, to elaborate a particular part of the case or to subordinate it to other parts—then it will be more profitable to obtain the advice at an early stage as a preliminary measure, and to walk by it as far as may be found reasonably practicable, in preference to the possible contingency of expending time and trouble to little purpose. And it must be borne in mind, as to this contingency, that it is not entirely a question of whether the solicitor is actually right or wrong. The case must be handled at last by the advocate, and, even at some cost of personal conviction, it is, generally speaking, best to give to him the materials which he believes himself to be able to use to the best advantage.

There is another point worthy to be borne in mind which arises out of the same train of thought. Where two or more counsel who are briefed in an action come together in consultation, it is not unusual for the senior counsel, to whom the whole case is new (occasionally so new that he does not appear to have mastered anything before the consultation except a certain matter personal to himself which is disclosed on the exterior of the brief), to indicate an opinion that the evidence requires to be strengthened in some particular direction. Here, again, it must be remembered that the advocate on whom the brunt of the battle rests is speaking, and that it is desirable, for that reason alone, to meet his wishes, if it be possible. One cause of impossibility to do so will be removed if the solicitor can contrive to bring his counsel together at a sufficiently perceptible distance of time before the trial to give him a chance of supplying any missing links in the case, instead of having a consultation, represented by a hurried conversation, five minutes before going into court. His failure to do this is certainly not, by any means, always, or even often, to be laid at his door—being, in truth, generally referable to a rooted, and perhaps natural, aversion, on the part of leading counsel and their clerks, to consider a case as being within the range of practical politics until it is on the point of being heard; but it must in candour be confessed that sometimes the delivery of the brief at the last moment is the *fons et origo mali*.

The opinions of counsel on evidence, be it said with due respect, are not always so eminently practical as might be desired. For this the barrister must, in many cases, be absolved from blame. His opinion is written in the recesses of his chambers, and the materials on which he has to work vary considerably in degrees of sufficiency. It must always be remembered, in fairness, that he has not the opportunity of close personal contact with the parties and witnesses as the solicitor, and, as a necessary consequence, has not the same means of getting touch of the practical difficulties of the case so far as they depend on the preparation of the evidence in support of it. There is no help for this; but we are disposed to think that solicitors and their clients would sometimes be spared a good deal of embarrassment and fruitless toil if the former regarded an opinion on evidence somewhat less in the light of an irrevocable edict which must be obeyed at all costs. We are not suggesting for a moment that a solicitor should, on his own responsibility, override the deliberate written expression of his counsel's views, but that he should not accept it without question where he finds that there are formidable difficulties, possibly not fully realized or even suspected by the counsel when writing the opinion. It is surely wise in such a case to go back to the latter and invite him to retry his conclusion on this or that point by the light of a full appreciation of all that is involved in following his advice.

The observations which we have made in connection with opinions of counsel on evidence to be given orally apply in the main, though, of course, within somewhat narrower limits, to advice on affidavit evidence. But where evidence is to be given in this latter fashion it seems to be expected of counsel by some solicitors that, in addition to giving advice as to the evidence required, they shall evolve the evidence itself from their inner consciousness. Most barristers could tell of instances in which they have been asked to settle affidavits in support of a motion or other application without being at the same time placed in possession of the rather important starting-point of

information as to what it is that the witnesses are in a position to say. This is placing the cart before the horse with a vengeance. It is almost tantamount to saying, "Please prepare whatever affidavits you would like to have filed in order to win the case, and I will see that they are sworn." No doubt there is room for ingenuity and method in the preparation of an affidavit—so much room as to have long since engendered a large measure of distrust on the part of the judges in evidence so given—and if only the solid materials are all placed in the possession of counsel there is not much to be said one way or the other as to whether his portion shall take the form of actually putting those materials into shape, or only of criticizing and settling the draft of an affidavit prepared by the solicitor. But it is beyond the reach of argument that the evidence to be given on oath by a witness, unless of a merely formal kind, cannot, with any propriety be brought into existence in the chambers of a barrister, unless he possesses the clearest and fullest information as to the facts to which the witness is prepared to depose.

In our next article we shall deal with the subject of getting up evidence.

CORRESPONDENCE.

BANKRUPTCY PROXIES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Every time complaints are made about the Bankruptcy Act and Rules there is a special growl over the Proxy question. What could have been the reason, except personal annoyance, that the head of a large firm should be required to waste his time in filling up forms? Why should a proxy be the only document in existence that he must fill up with his own hand? The recent rule usually does not assist.

Then, again, why, unless to drive the public into the hands of officials, should the rules as to special proxies be such that any upstart official receiver's clerk, taking his principal's place in the chair at any meeting, should be able to reject the special proxy submitted for want of form or some other fancy of his own. Constantly one district will reject what another accepts in this respect.

I believe the best way to avoid being thus baffled is to make the proxy general and in favour of the office boy or message lad of the client, and then, under the boy's wing, to exercise the discretion and act in the manner the client wishes, and the emergency after the meeting may develop.

Recently I have been favoured through one high in office with a form, which I append, and which may be of assistance in framing special proxies, no forms thereof being given in the bankruptcy treatises. Can any improvement be suggested?

29, Mark-lane, London, E.C., April 7. T. PALLISTER YOUNG.

[The following is the form enclosed by our correspondent:—

IN THE COUNTY COURT OF , HOLDEN AT .
In Bankruptcy. No. of 188 .
Re , Ex parte . I, of , a creditor, hereby appoint as my proxy at the meeting of creditors to be held on the day of , 188 , *or* at any adjournment thereof, to vote for the acceptance of a scheme of arrangement if proposed; *or* for the acceptance of a composition of not less than in the £ if proposed; *or*, if no such scheme or composition be proposed or entertained, for an adjudication of bankruptcy and for the appointment of Mr. , of , as trustee thereunder, with Mr. as a member of the committee of inspection; *or* for the adjournment of the meeting if proposed.

Dated 188 .

(Signed) .

Signature of Witness.
Address.]

CHANCERY BUSINESS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the House of Commons on the 23rd ult., Mr. W. H. Smith asked the Attorney-General whether her Majesty's Government had taken into their consideration the serious delays in the Chancery Division of the High Court of Justice to which attention was called last session, and which still continued; and whether they were now prepared to take any measures to secure to suitors a more rapid administration of justice.

The Attorney-General answered as follows:—It must be recollected that this block in the Court of Chancery is one that has existed certainly ever since the time of Lord Eldon's Chancellorship, and its removal is a work of great difficulty; but some progress has been made, and I am glad of this opportunity of stating how much has been done during the last twelve months, and is now being done, for relieving the pressure of business in the Chancery Division. It is impossible not to recognize the readiness with which the Lord Chief Justice and the judges of the Queen's Bench Division have taken upon themselves the additional burden of rendering assistance to the Chancery Division. The Chancery Division has been relieved of bankruptcy business. Until last year bankruptcy was dealt with by a Chancery judge; now, it is transacted by a judge of the Queen's Bench Division. The Queen's Bench judges have taken upon themselves the whole burden of circuits, and have relieved the Chancery judges, so that all five courts and all chambers of the Chancery Division are open throughout the sittings. Under the provisions of the Judicature Act of last year a Queen's Bench judge (Mr. Justice Field) is now sitting as an additional judge of the Chancery Division, and will (as I am informed) by Easter have finished the list of causes transferred to him (fifty in number). At the same time, an order has been made transferring sixty-five cases from the Chancery to the Queen's Bench Division, which will be heard next sittings along with the other non-jury causes in the Queen's Bench list. Any Chancery cause may now be set down for hearing in its place of origin at the assizes instead of in London, if the parties for any reason of expedition or expense desire it; and if the number of causes so set down is large, special sittings will be arranged to take them. A very considerable part of the arrangement for more expedition in the Chancery Division rests with the judges themselves of that division; and an important committee is now sitting (on which the Chancery judges are powerfully represented) from which the Lord Chancellor expects material assistance in dealing with the causes of delay and expense. It is impossible to anticipate what their report may be; but, no doubt, they will make important recommendations with reference to the most important causes of delay.—In answer to Mr. A. O'Connor and Mr. Tomlinson, the Attorney-General said that the taxing office business and chamber business were under the direction of the judges themselves, and any questions with regard to them would be for the consideration of the committee to which he had referred.

I think it must be admitted by every Chancery practitioner having anything like a considerable practice, and taking an active part in transacting his business in the courts and chambers of the Chancery Division, that there never was a period in legal history when there was so little delay as now. Delay is really a misnomer. The proper meaning of delay is procrastination, or the putting off till to-morrow what might be done to-day. Taking this, the correct view of the subject, who can reasonably charge the administrators of justice with delay? The judges, the Chancery taxing masters, the chief clerks of the Chancery judges, and the other officials of the court are all steadily at work all day; and many of them frequently for hours at night at home; and this notably for weeks preceding the "Long Vacation," especially by the officers of the Chancery taxing masters. It is unreasonable to imagine that every suitor's case can be heard and disposed of, and the costs taxed and paid, within a few days. There must be some reasonable time allowed for the despatch of business, and, this granted, we come to this, that there is much more work to be performed than can be done in what *reasonable suitors* consider a reasonable time, and to meet this over-pressure, and to overtake it, additional appointments must be made. What should these appointments be? Here we remember the little phrase in the Latin delectus:—"*Quot homines tot sententiæ*," and feel puzzled that on this subject, and, in fact, on any legal subject, the saying should be so full of truth. It, however, is a beneficial thing; and so long as the mind is really brought to bear on the subject good will follow. As it is certain that, *bon gré mal gré*, additional appointments must be made, an answer must be given to the question, what should these appointments be? I venture to give the answer as follows:—

1. An additional Chancery taxing master, making the ninth. There is power to appoint this master by virtue of 5 & 6 Vict. c. 103, and the appointment is necessary. If this appointment be not made suitors must suffer—*not* from *delay*, but because there are not enough masters. The appointment would enable the additional master to earn fees exceeding the salary of himself and staff by about £1,000 a year. Year by year these fees remain unearned, and the necessary consequences follow; yet people are surprised.

2. The appointment of an assistant chief clerk to each of the existing chief clerks, whose qualification should be that of being a solicitor of at least six years' standing, and who should, after five years' service as assistant chief clerk, be eligible for the appointment of a chief clerk. At the present day the chief clerks of the Chancery judges form a most important body of gentlemen, whose duties are of the most important character; and it is impossible to overrate their value and the benefits derived by suitors through their means.

The work of the chief clerks will be considerably increased by the appointment of Mr. Justice Field to sit as an additional judge for the trial of Chancery actions. The more judges engaged in trying Chancery causes, the more and sooner will the chambers be blocked with work to be transacted by the chief clerks in chambers. So it is evident that additional appointments will be needed in chambers;

and either assistant chief clerks should be appointed as suggested, or a staff of chief and other clerks should be attached to chambers to be assigned to the Hon. Mr. Justice North. JAMES RAWLINSON.

Upper Holloway, N., April 4.

CASES OF LAST WEEK.

COURT OF APPEAL.

R. S. C., 1883, ORD. 16, R. 11—PARTIES—JOINDER OF NEW PLAINTIFF.—In a case of *Walcott* v. *Lyon*, before the Court of Appeal, No. 2, on the 1st inst., a question arose as to the addition of a new plaintiff in an action. Rule 11 of order 16 empowers the court, at any stage of the proceedings in an action, "and on such terms as may appear to the court or a judge to be just," to order "that the names of any parties, whether plaintiffs or defendants, who ought to have been joined, or whose presence before the court may be necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved in the cause or matter, be added." The present action was brought by a father, who was the tenant for life under a will, against the trustees, claiming to make them responsible for an alleged improper investment of part of the trust funds on an insufficient security. By their statement of defence the defendants alleged that the investment complained of was made with the knowledge and at the request of the plaintiff. The plaintiff then applied for leave to join with himself, as co-plaintiff, his son, who was, under the trusts of the settlement, entitled to an interest in the trust fund in case he should survive his father. Bacon, V.C., gave leave to join the son without imposing any terms as to costs or otherwise. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) discharged the order. COTTON, L.J., said that the ground of the application really was that the defence of the trustees might possibly succeed, and that it might turn out that the father had no right to sue them, but that this objection would not apply to the son. Under such circumstances, could it be said that the addition of the son as a co-plaintiff was "necessary in order to enable the court effectually and completely to adjudicate upon and settle all the questions involved" in the action? In his lordship's opinion it could not. The son's presence could only be necessary in case the father was not entitled to sue the defendants at all. It was not necessary that he should be joined with the father, though, if the father was not entitled to sue the defendants, it might be very convenient that the son should be there. It was said that the main question in the action was whether there had been a breach of trust. As to the father, the main question was whether he was entitled to sue the trustees. In his lordship's opinion the case was not within the rule. If it had been, the court would not have interfered with the exercise of the Vice-Chancellor's discretion. As it was, the court would have allowed the order to stand on the terms of the plaintiff paying all the costs, including the costs of the appeal, but the plaintiff had declined to accept those terms. BOWEN, L.J., thought that, in any view of the case, the order ought to have provided that all the costs occasioned by the omission to join the son as a co-plaintiff originally should be paid by the father in any event. If that had been done, his lordship would not have felt so certain that the order was wrong, because father and son might properly have been joined as co-plaintiffs in the first instance, and the question whether there had been a breach of trust was, if not the main question, one of the questions in the action. This, however, was a matter of chancery practice, with which the other judges were more familiar. FRY, L.J., said that the defence of the trustees—that the father had requested and acquiesced in the alleged improper investment—was either good or bad. If it was good, the father had no cause of action against the trustees, and the joinder of the son was necessary only in the sense that a plaintiff who had no cause of action could not succeed unless he joined with himself another person who had a cause of action. If the defence was bad, the joinder of the son was unnecessary, because the father would succeed without him. Moreover, if the son was minded to sue the trustees for the breach of trust, they might desire to have the father joined with them as a co-defendant, or to bring him in as a third party, in order that they might assert a right of indemnity against him. They might be embarrassed if the father and son were joined as co-plaintiffs.—COUNSEL, *Marten*, Q.C., and *Darley*; *J. Chester*. SOLICITORS, *Walters, Deverell, & Co.*; *J. Banks Pittman*.

R. S. C., 1883, ORD. 36, R. 12—APPLICATION TO DISMISS FOR WANT OF PROSECUTION—SECURITY FOR COSTS.—In a case of *Willmott* v. *The Freehold House Property Company*, before the Court of Appeal, No. 2, on the 31st ult., there was a question as to requiring a plaintiff to give security for the costs of an action. Rule 12 of order 36 provides that "if the plaintiff does not within six weeks after the close of the pleadings, or within such extended time as the court or a judge may allow, give notice of trial, the defendant may, before notice of trial given by the plaintiff, give notice of trial, or may apply to the court or judge to dismiss the action for want of prosecution; and on the hearing of such application, the court or a judge may order the action to be dismissed accordingly, or may make such other order, and in such terms, as to the court or judge may seem just." In the present case the plaintiff had omitted to give notice of trial within the proper time, and the defendants moved for an order dismissing the action for want of prosecution, or that the plaintiff might be ordered to give security for the costs of the action. Evidence was given that the plaintiff was insolvent; that he had no settled residence, in consequence of which the defendants had been unable to levy execution for the costs of a previous interlocutory application which the plaintiff had been ordered to pay; and that the plaintiff was carrying on the action for the benefit of his solicitor, to whom he mortgaged the property in question in the action as a security for costs. Bacon, V.C., ordered the plaintiff to give security for costs to the amount of £200, and that the proceedings in the action should be stayed in the meantime. The Court of Appeal (COTTON and BOWEN, L.JJ.) affirmed the order, except that they reduced the amount of the security to £100. COTTON, L.J., said that under rule 12 the judge had a discretion as to the terms which he would impose on the plaintiff. It was not usual to order the plaintiff to give security for costs in such a case, but, as the Vice-Chancellor must necessarily know more about the proceedings in the action, the Court of Appeal could not say that he had exercised his discretion wrongly. But, having regard to the circumstances, the amount of the security required appeared to be excessive. BOWEN, L.J., concurred.—COUNSEL, *Emden*; *G. Henderson*. SOLICITORS, *R. Chapman*; *Webb & Templeton*.

HIGH COURT OF JUSTICE.

MARRIAGE SETTLEMENT—POLICY OF INSURANCE—BONUS.—In the case of *Hughes* v. *Searle*, before Chitty, J., on the 30th ult., the question arose as to the right of a husband to retain bonuses declared on a life policy effected for the benefit of his wife and children in pursuance of a covenant in his marriage settlement. The settlement contained a proviso that the trustees should, in their absolute discretion, pay premiums out of the income or capital of the trust funds. The policy was a participating one, and entitled the insurer to, at his option, receive the bonuses in cash or apply them in reduction of premiums. CHITTY, J., after observing that the settlement did not contain an assignment of the policy, but merely a covenant to effect an insurance, said that he was of opinion that the husband had not given up his right to exercise the option to have the bonuses applied in reduction of premiums. In so deciding he was following the *dicta* of Lord Romilly in *Gilley* v. *Burley* (4 W. R. 769, 22 Beav. 619). The order would be that the husband was entitled to have the past and future bonuses applied, at his option, in reduction of premiums, or paid to him personally. Costs of all parties, as between solicitor and client, to be paid by the trustees out of bonuses already declared, when received by them.—COUNSEL, *Shebbeare*; *Hood*. SOLICITORS, *Hadden, Woodward, McLeod, & Blyth*; *Darley & Cumberland*.

VENDOR AND PURCHASER—ACKNOWLEDGMENT BY MARRIED WOMEN—BARE TRUSTEE—FINES AND RECOVERIES ACT, 1833, s. 79—VENDOR AND PURCHASER ACT, 1874, s. 6—MARRIED WOMEN'S PROPERTY ACT, 1882, ss. 1, 2, 5, 18.—In a case of *Re Dowers*, *Dowers* v. *Faith*, before Bacon, V.C., on the 31st ult., a question arose whether two married women ought to acknowledge a deed of conveyance under the Fines and Recoveries Act. They were trustees for sale of real estate under a will, and beneficially interested in the proceeds; but the sale was made under an order of the court, and the purchase-money had been paid into court. One of the ladies was married before, and the other after, the Married Women's Property Act 1882. Bacon, V.C., said that, inasmuch as the court had taken upon itself the conduct of the sale, the trustees had no duties to perform, except to obey the order of the court, and were therefore bare trustees. Accordingly, under the 6th section of the Vendor and Purchaser Act, 1874, it was not necessary that the two married women should acknowledge the deed. Summons dismissed, with costs.—COUNSEL, *Vernon R. Smith*; *E. Beaumont*. SOLICITORS, *E. B. & H. Squire*; *Munns & Longden*.

FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), s. 6—SALE BY MISTAKE OF A WRONG ARTICLE—ARTICLE PURE IN ITSELF.—In the case of *Knight, Appellant*; *Bowen, Respondent*, which came before the court on the 31st ult., the question arose as to whether a person who, by mistake, sells an article pure in itself, but not the article demanded by the purchaser, can be convicted under section 6 of the Sale of Food and Drugs Act, 1875, of having sold "an article . . . which is not of the nature, subetance, and quality of the article demanded by such purchaser." The respondent, by mistake, sold saffron to a purchaser who had asked him for savin. The appearance of the two was somewhat similar, and the saffron that was sold was perfectly pure. The magistrate refused to convict the respondent under section 6, on the ground that the section did not make it an offence to sell an article pure in itself, but not what was demanded; the section only applying to the sale of the article which has been demanded in a mixed or adulterated state. The court (MATHEW and A. L. SMITH, JJ.) held that the section applies not only to the sale of the article, which has been demanded by the purchaser, in an adulterated state, but also to the sale of an article which, though pure in itself, is not the one demanded by the purchaser. The case was, therefore, sent back to the magistrate.—COUNSEL, *F. A. Bosanquet*, Q.C.; the respondent did not appear.

PUBLIC HEALTH ACT, 1875—SUMMONS IN DEFAULT OF PAYMENT OF RATE—POWER OF JUSTICES TO STATE A CASE.—In the case of *Sandgate Local Board* v. *Pledge*, heard by the Divisional Court on the 24th inst., it appeared that the appellants, a local board of health, had made, signed, and sealed an assessment for a general district rate, and shortly afterwards, on finding that there had been an omission to publish the rate in

accordance with section 222 of the Public Health Act, 1875, resolved on a re-execution of the rate. Notices were duly sent out, and the rate was made and levied. The respondent refused to pay, and the appellants applied for a summons against him. The magistrates dismissed the summons, on the ground that the rate was bad, but stated a case for the opinion of the court under the Summary Jurisdiction Act, 1879, s. 33, as to whether they were justified in so doing. MATHEW, J., was of opinion that the magistrates ought to have enforced the rate, and that, whatever the result might have been on an appeal to quarter sessions, the appearance on the rate-book of the previous assessment did not make the rate before them "bad on the face of it." SMITH, J., was of the same opinion, and added that as the Summary Jurisdiction Acts were incorporated with the Public Health Act, 1875, there could be no doubt that the magistrates had power to state a case under the Summary Jurisdiction Act, 1879, which gives power to justices to state a case on the application of any person aggrieved by any "proceeding" of the court.—SOLICITORS, *Brockman; Minter*, Folkestone.

COUNTY COURTS.

SALISBURY.

March 13.—*Knight* v. *Hickman.*

(Before Judge TINDAL ATKINSON, S.L.)

Replevin—Right of avowant to distrain for rent—Landlord's title expired—Estoppel.

In this case, in which judgment was reserved, his HONOUR said: This is an action of replevin heard before me at the last Salisbury Court, in which the plaintiff, William Knight, seeks to obtain from the defendant, Walter Hickman, the return of certain goods taken under a distress by the defendant for alleged arrears of rent. The evidence in the case was of a conflicting character, and, various authorities having been cited on both sides, I have taken time to consider. With regard to the facts, which I hold to be proved in the case, I find that the College of St. John's, Oxford, in March, 1816, granted a lease of the cottage in which the distress was levied to one James Collins for three lives, and that the lease terminated in the month of September, 1878, by the death of the last survivor of the lives named. In February, 1844, James Collins, the original lessee, assigned his interest in the term to his son-in-law, James Barnes, who, after the term had expired in 1878, sold and conveyed the cottage in fee to the defendant Hickman for the sum of £40. At the time of the sale the plaintiff was a yearly tenant of the cottage to Barnes, his tenancy commencing in 1857. The plaintiff has not, since the purchase by Hickman from Barnes of the cottage, paid any rent to the defendant. In 1883, the agents who collect the rents of the college property first became acquainted with the fact that the lease granted in 1816 by the college to Collins had fallen in, and gave notice to the plaintiff that from thenceforth he was to pay his rent to them, which, since the notice, the plaintiff has accordingly done. Upon these facts the question I am called upon to decide is, can the plaintiff dispute the right of the defendant to distrain for the rent—the title to the cottage having expired before the rent became due—on the ground that it is a well-recognized rule of law that a tenant may not deny his landord's title, because, if that title is bad, the tenant's first duty is to give up the possession which he received from the landlord, and not to defend an action against him: *Agar* v. *Young* (Cax. & M. 78). The strongest case in the defendant's favour is that of *Balls* v. *Westwood* (2 Camp. 11). There it was proved that the defendant entered upon the premises under the plaintiff, to whom he had paid rent till within the last two years, and that he still continued in possession. The defendant proved that this was a copyhold tenement, and that it had been lawfully seized and forfeited into the hands of the lord of the manor, and that the defendant having had notice from the steward to pay rent to the lord of the manor, had done so ever since. Lord Ellenborough said, "You may as well attempt to move a mountain. You cannot controvert the title of the person under whose demise you continue to hold. The security of landlords would be infinitely endangered if such proceedings were permitted. Had the defendant, upon the premises being seized by the lord of the manor, disclaimed holding of the plaintiff and entered afresh under the new landlord, we might now inquire into the validity of the seizure, and consider who is legally entitled to the premises, but the same tenancy continues which was created by the original demise, and the tenant must still pay rent to the lessor, whose title he then recognized." Had this decision remained unaltered or unshaken by subsequent authorities of as great weight—the facts in that case being nearly alike to those in that before me—there would have been no answer to the estoppel raised on the part of the defendant here; but in *Claridge* v. *Mackenzie* (4 M. & Gr. 143), Tindal, C.J., says of *Balls* v. *Westwood*, "This case seems to be an authority to show that where a party has come in under another, the former cannot show that the title of the latter has expired without solemnly renouncing such title and commencing a fresh tenancy under another person. But although such appears to have been Lord Ellenborough's opinion in that case, his opinion was subsequently altered, for in *Doe* v. *Watson* (2 Stark. 230), that learned judge held that a defendant in an action of ejectment who had paid rent to the lessor of the plaintiff might show that his landlord, pending the term, had sold his interest in the premises." That is, in effect, the tenant was allowed to prove an alteration in his landlord's title. In *England* v. *Slade* (4 T. R. 682), Lord Kenyon, C.J., the other judges assenting, held that it was competent to a defendant to show that the lessor's title had expired, and that he had no right to turn him out of possession. Following Tindal, C.J., in *Claridge* v. *Mackenzie*, Cresswell, J., in giving judgment, said: "It is undoubtedly true that if one person obtain possession of premises by means of another as his landlord, the former is estopped in law from saying that the latter had no right to give him possession. But if he mean to insist that the landlord's title is at an end, he must show a change of circumstances, such as a sale of the property by the landlord, or an expiration of his title by efflux of time." From these authorities it must now be taken that the decision in *Balls* v. *Westwood* is overruled, and that a tenant is not estopped from showing that the landlord's title has expired. In the present case it is shown that Barnes, on his purchase from Collins of the cottage in 1844, was tenant *pur autre vie*, and any interest he might have in the assignment from Collins would cease on the death of the last of the three lives described in the lease. His interest terminated on that event happening in 1878, and the cottage reverted to the college. I do not find in any part of the evidence that the plaintiff had at that time any knowledge that Barnes' title had ceased, but that the first time he became aware of it was when he was served with a notice from the college in 1883 that he was thenceforth to pay his rent to them. It could not therefore be presumed, from the mere fact of his continuing to pay rent to Barnes after 1878, that a new contract of tenancy was created so as to feed the estoppel; nor is there anything in the facts proved to show that at any time there existed the relation of landlord and tenant between the plaintiff and the defendant by the payment of rent or otherwise. The conclusion I have arrived at is that the plaintiff has clearly shown that Barnes' title had expired before the defendant distrained upon the plaintiff's goods, and that as he, the defendant, could have no greater right than Barnes would have had at that time to make the distraint, the distress was illegal, and that the plaintiff is entitled to judgment, with costs.

Malden (barrister), for the plaintiff.

Powning, for the defendant.

OBITUARY.

EARL CAIRNS.

Earl Cairns died at his residence, Lindisfarne, Bournemouth, on the 2nd inst., from congestion of the lungs, after a short illness. He was the second son of Mr. William Cairns, of Cultra, Downshire, and was born in 1819. He was educated at the Belfast Academy, and at Trinity College, Dublin, where he obtained high classical honours, and graduated B.A. in 1838. He became a pupil in the chambers of the late Mr. Thomas Chitty, and afterwards of the late Sir Richard Malins, and he was called to the bar at the Middle Temple in Hilary Term, 1844, but shortly afterwards migrated to Lincoln's-inn. His original intention is said to have been to return to Ireland after his call to the bar, but, acting on the advice of the counsel in whose chambers he had read, he changed his purpose, and decided on practising in the Court of Chancery. He soon obtained a large junior business, and in 1856, when of only twelve years' standing, he obtained a silk gown from Lord Cranworth. He selected the court of Vice-Chancellor Wood. In the meantime he had, at the general election of 1852, been elected M.P. for Belfast in the Conservative interest, and he continued to represent that borough until he was raised to the bench. In February, 1858, on the formation of the Earl of Derby's second Ministry, the office of Solicitor-General was conferred upon Mr. Cairns, who thereupon received the honour of knighthood. He was at that time almost unknown outside the profession; but he soon established his parliamentary reputation on a footing equal to that of his legal reputation. In June, 1859, he retired from office with his party, and, for the next seven years enjoyed an enormous leading business. In addition to his extensive chancery practice, he was often retained in ecclesiastical cases, and in Scotch and Irish appeals before the House of Lords. He was also engaged in several important cases at common law, and his advocacy proved to be as successful with juries as before other tribunals. In particular, his speeches in the *Windham* lunacy case, and for the defendants in the *Alexandra case*, will not soon be forgotten by the profession. In July, 1866, he became Attorney-General in Lord Derby's third Administration; but he did not long fill that office, for, in the following October, on the death of Sir James Knight Bruce, he accepted the office of Lord Justice of Appeal in Chancery, having as his colleague Lord Justice Turner. This promotion involved a considerable sacrifice of income, but it was understood at the time that the delicate state of his health rendered it necessary that he should be relieved from the double pressure of professional and parliamentary labour. He was thereupon sworn in as a member of the Privy Council, and, in the following year, he was raised to the peerage with the title of Baron Cairns of Garmoyle. He achieved a high judicial reputation, and no surprise was manifested when, in March, 1868, on Mr. Disraeli succeeding Lord Derby in the Premiership, he was appointed Lord Chancellor in the place of Lord Chelmsford. His first tenure of the Great Seal was, however, a short one, for in the following December his party retired from office, on which occasion he declined a proposal from Lord Hatherley that he should resume his former office of Lord Justice. Lord Cairns took an active part in opposing and amending the Irish Church Act of 1869, and the Irish Land Act of the following year, and after Lord Derby's death he acted for several years as leader of the Opposition in the House of Lords. He presided over the first Judicature Commission. In conjunction with the Marquis of Salisbury he acted as an arbitrator under the London, Chatham, and Dover Railway Company's Act, and he also carried through another intricate arbitration in adjusting the affairs of the Albert Life Insurance Company. In February, 1874, when Mr. Disraeli returned to office, Lord Cairns became

Lord Chancellor for the second time. In 1878 he received two steps in the peerage, being created Viscount Garmoyle and Earl Cairns. In April, 1880, he finally retired from office, and he had since been more regular in the performance of his legislative, than of his judicial, duties in the House of Lords. His last important speeches in the House were those delivered in support of his own resolution condemning the surrender of the Transvaal, and in support of the amendment which defeated the Reform Bill of last year. Only a few weeks ago he spoke in opposition to the proposal to open the Museums and Picture Galleries on Sundays. Lord Cairns had been Chancellor of the University of Dublin since 1867, and he was an honorary D.C.L. of Oxford, an honorary LL.D. of Cambridge, and a bencher of Lincoln's-inn. His health had for many years been delicate, but his residence among the pine woods at Bournemouth had, of late years, exercised a beneficial effect. Early in the present year he was seriously ill, but it was thought that he had entirely recovered. About two weeks ago, however, he was caught in a storm of rain, and the chill thus caused proved fatal in a few days. Lord Cairns was married in 1856 to the daughter of Mr. John MacNeile, of Parkmount, Armagh, and he leaves four sons and two daughters. He is succeeded in the peerage by his eldest son, Viscount Garmoyle, who was born in 1861. He was buried at the Cemetery, Bournemouth, on the 8th inst.

CIRCUIT ARRANGEMENTS.

THE following is a memorandum issued by the Bar Committee on the question of circuit arrangements:—

We have collected information and opinions, not only from the members of the different circuits, but also from other persons, professional and non-professional, engaged in the business of the assizes. The opinion on all the circuits is general, that the practice of sending one judge only to a circuit town causes great inconvenience, delay, and expense, is incompatible with the proper disposal of the business, and affords no counterbalancing advantage. It has created great discontent and inconvenience amongst suitors, solicitors, jurymen, and officials attending the assizes, and in many cases parties with their solicitors and witnesses are kept waiting day after day in the circuit towns, their causes being postponed till the conclusion of the criminal business, the exact time of which is always uncertain; and when at length the civil business is commenced, it often happens that no sufficient time remains for having the causes properly tried. The necessary result is that suitors are deterred from again entering causes for trial there, and thus the public are deprived of the advantage of having their cases tried in the country by judges of the High Court. The length of time occupied by each circuit has, under the new system, considerably increased, and your committee think that, having regard to the interest of the public, both in the country and in London, it is not desirable to lengthen the time during which the judges are away from town. So far from deeming it advisable to adopt any method which tends to extend the length of time of the circuits, your committee think that attention ought to be directed to making the time as short as possible, consistent with the satisfactory trial of all the cases, with a view of enabling all the judges to return to town about the same time together with the bar practising in London. During the circuits (whatever plan be adopted) a large number of common law judges must be absent, together with a large number of counsel, with the result that the business of the Queen's Bench Division in London must be constantly impeded, and brought in some measure into confusion, or conducted in an unsatisfactory manner. It has been found to be of little practical utility to keep one or two courts sitting in London to take such business only as it is convenient to try in the absence of many of the judges and counsel, while assizes are at the same time being unnecessarily protracted or incompletely carried out in the country. There were many well-known advantages attending the old system, under which two judges were present at every assize town, which are lost under the present system. There are now fewer judges available for circuit purposes than there have been at any time since the present number of circuits has existed, while the population and business of the country has largely increased. The apparent saving of expense effected by reducing the number of judges is far more than counter-balanced by the expense entailed upon parties, witnesses, sheriffs, jurymen, and officials, who are, under the new system, kept in attendance at the assizes much longer than heretofore. We think it very important that the number of judges should be increased, so as to provide for the attendance of two judges at the assizes. We believe there is ample business in London to occupy the time of such additional judges during the rest of the year, and we wish to call attention to the fact that three judges were taken away from the common law division to form the Court of Appeal, and that their places have never been supplied. The Lord Chief Justice is also from time to time called upon to sit in the Court of Appeal. We think that a saving of judicial time may be effected by diminishing the number of places at which the assizes shall be held. Looking merely at the interests of the bar, the most desirable plan would be to select a limited number of the principal assize towns at which the civil business should be taken for surrounding districts. But there is undoubtedly a strong feeling, which is not unreasonable, against leaving any county entirely destitute of a civil assize, and we think that a saving of time and expense may be well obtained by holding assizes in smaller and less populous counties alternately in each county; but on no account should assizes be appointed to be held contemporaneously at two places on the same circuit.

SOCIETIES.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, 2nd inst., the following being present—viz., Mr. Boodle (chairman), and Messrs. Finch, Hedger, Parker, Williamson, and A. B. Carpenter (secretary)—the ordinary general business was transacted.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., Mr. Edwin Hedger in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), W. Beriah Brook, Edwin Hedger, John Hunter, R. E. Mellersh (Godalming), R. Pennington, Philip Rickman, Henry Roscoe, H. S. Styan, W. Melmoth Walters, F. T. Woolbert, and J. T. Scott (secretary). A sum of £255 was distributed in grants of relief, thirty-nine new members were admitted to the association, and other general business was transacted. The names of members to act on new local committees for Shropshire (hon. sec. Mr. H. J. Osborne, Shifnal), and for Cardiff district (hon. sec. Mr. G. F. Hill) were approved.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

The annual meeting of the shareholders was held on the 31st ult., under the presidency of Mr. James Cuddon, the chairman.

Mr. FRANK MCGEDY (the actuary and secretary) having read the notice convening the meeting, the minutes of the last annual meeting were read and confirmed. The report of the directors was taken as read:—The report for the sixth quinquennial period stated that as to new business in the life department there have been issued 1,282 new policies for an aggregate sum of £1,212,870, with new premiums thereon amounting to £45,653 0s. 4d., as against 1,339 policies for £1,251,376 sums assured and £44,322 4s. 11d. new premiums in the preceding quinquennium. In the fire department there were issued during the period in question 36,789 new policies and guarantees, insuring a total sum of £32,210,171, and yielding in new premiums a sum of £43,145 9s. 10d., as compared with 29,567 policies and guarantees for £27,941,570 sums insured and £38,641 16s. 6d. new premiums issued in the preceding quinquennium. The total amount of life claims and endowments paid during the quinquennium (less re-assurances), including bonus additions, was £218,713, in respect of 327 policies on 264 lives. In the preceding quinquennium the corresponding figures were £204,227 sums assured and bonus, and 302 policies on 230 lives. The fire losses (also less re-assurances) amounted to £79,524 6s. 9d., being forty per cent. of the net premiums received in the quinquennium. Of this sum £56,033 14s. 11d., or thirty per cent. of the net premiums, represents losses on direct business, and £23,490 11s. 10d., or ninety per cent. of net guarantee premiums, is in respect of guarantee business. The new business for the year had been of a satisfactory character. In the fire department it showed an increase over that of last year of 32 per cent. in new premiums and nearly 17 per cent. in sums assured, the figures being £7,596,458 sums assured and £11,367 7s. 4d. new premiums. In the life department 246 new policies were granted for a total sum assured of £242,832, and premiums of £8,196 9s. 4d. were received thereon, being a slight increase in both items over the new business of last year. Twenty annuities were purchased from the company for a total annual sum of £1,700 18s. 6d. at a cost of £13,725 6s. 7d. The life claims amounted to £42,263 7s. 10d., less than those of last year by a sum of £1,565 6s. 7d. The fire claims were again beyond the average, amounting to £24,402 7s. 9d., or 55 per cent. of the net premiums; the average for the quinquennium being 40 per cent. The excess of receipts over payments in the life department was £51,853 0s. 8d., increasing the life insurance fund to £731,068 7s. 4d. The fire insurance fund had also been increased during the year to £45,856 1s. 8d., equal to a little more than one year's net premium income. It was with very sincere regret that the directors had to record the deaths during the year of two gentlemen who had been long connected with the company, and who had rendered to it very valuable services, Sir Erasmus Wilson, F.R.S., who had been a director from the formation of the company, and Mr. George Burges, formerly a director, and for the last fifteen years the valued solicitor of the company.

The CHAIRMAN said:—Gentlemen, the object of our meeting to-day is two-fold. I will first make, with your permission, a few remarks upon the business of the past year alone; and, secondly, upon the operations of the quinquennium just expired. Now, firstly, as to the business of the past year, the new premiums are together something over £19,500. This aggregate amount considerably exceeds the new premiums in any previous year. The progress in the separate departments of fire and life will sometimes vary—in one year the advance being marked in one department, and in another year in the other department. During the past year the great feature is the increase of the fire department, the new fire premiums having amounted to the large sum of £11,367; while the new life premiums are £8,196, being only a little more than in the previous year. The average amount of the new life policies was £987, and the average amount of the new fire policies £900, giving a fair indication of the quality or style of the business. Although the losses in the fire department show an excess of 15 per cent. above the average there is still a very fair surplus; indeed, the margin of profit per cent. on the premium income is such as fire offices

generally in the cycle of unfavourable years which they have experienced would be very well content with. The amount of the life claims of the past year, on the other hand, has been considerably less than the expectation, so that we may properly say that upon the whole the past year has been a prosperous one for our company. And now, secondly, I propose to draw your attention to the results of the quinquennium, which ended on the 30th of last November. That quinquennium commenced with a gross fire premium income of £39,373, and finished with a gross fire premium income of £50,212; while the accumulated fire fund, which stood at the commencement of the quinquennium at £30,000, has, notwithstanding the payment of two large bonuses, now reached £45,856. In the life department we commenced the past quinquennium with a gross premium income of £77,121, and you will see that this gross premium income, after allowing for deaths, lapses, and surrenders, was on the termination of the quinquennium £84,209, while the funds in the life department during the quinquennium have been increased by more than £230,000. The average amount of each policy in force on the 30th of November last was £852, while the average of claims per policy during the quinquennium was only £688. The difference between the actual and the expected mortality has not been great, so that some portion of our surplus of £90,000 in the life department arises from the losses having fallen on the policies of amounts below the average sum insured. The bonus of £1 10s. per cent. per annum on the sums assured, and also on the amount of all existing bonuses, is a most excellent bonus, such as I feel sure will be considered highly satisfactory. Take the case of a young man who has been insured at about £2 per cent. premium. This reversionary bonus is equal to about 75 per cent. of all that he has paid for premium in the quinquennium. I think it well to say something as to the annuities. These annuities have on this occasion been valued more strictly than before, 3 per cent. interest having been assumed instead of 4 per cent. I may add that our actuary has added £5,000 to the reserve for these annuities over and above the sum which the tables required. It follows that, as our investments average £4 6s. 2d. per cent., we may reasonably expect some considerable advantage from the annuities. It is considered desirable to offer the advantage of immediate payment of life claims rather than that the families of the assured should wait the usual three months after death. This boon involves the necessity of a reserve of upwards of £10,000, which reserve has been made accordingly. You will all share with us the deep regret of the board at the loss of our distinguished colleague, the late Sir Erasmus Wilson, who had always taken a deep interest in the company since its commencement, and also at the loss of the late Mr. Burges, who after being a director became solicitor to the company, and rendered us great service. His ability was of the highest order, and his painstaking beyond all praise. We have had the advantage of securing the services as solicitors of the eminent firm of which he was a member. I believe I have entered into most of the matters which arise out of the report, but if any gentleman wishes to ask me any questions I shall be pleased to give any further information in my power. I will now move the adoption of the report.

Mr. CHARLES PEMBERTON (deputy-chairman).—I beg to second that motion, and after the exhaustive figures which the chairman has given you, it is not necessary for me to say a word except to congratulate you, which I do most heartily, on the successful issue of the last five years.

The report was then unanimously adopted.

Mr. HUGH SHIELD, Q.C., M.P., moved, "That in accordance with the recommendation of the directors in their report now read, a dividend of 4s. a share, free of income tax, be paid to the shareholders for the financial year ending on the 30th of November, 1885."

Mr. EDMUND JAMES seconded the resolution, which was carried unanimously.

On the motion of Mr. RICHARD WARD, seconded by Mr. GEORGE HERRIES, the following directors, who retired by rotation, were each separately re-elected:—Messrs. E. Bayley, E. J. Bristow, S. Herbert Cooper, A. S. Field, Basil Field, C. F. Hand, Jno. Huish, R. B. M. Lingard-Monk, T. D. B. Rawlins, R. J. Sisson, G. Thomas, C. W. Wasbrough, and John R. Wood.

Mr. A. R. OLDMAN moved the re-election of Mr. Theodore Waterhouse as an auditor on the part of the shareholders.

Mr. J. ROOT seconded the motion, and it was at once agreed to.

On the motion of the CHAIRMAN, seconded by Mr. C. PEMBERTON, Mr. J. J. Darley was re-elected an auditor on behalf of the directors.

The CHAIRMAN.—Gentlemen, I wish to move a vote of thanks to the actuary and secretary, and the solicitors and staff. We are greatly indebted to them all for their great assiduity and attention to the business of the company.

Mr. F. R. WARD seconded the motion, which was cordially adopted.

Mr. F. MCGEDY.—Mr. Chairman and Gentlemen,—For myself and on behalf of the staff I return you my best thanks for the kind vote which you have just proposed. The work which the quinquennial valuation has necessitated has been somewhat laborious and anxious, and I may say that the reward which we most value for such labour is your approval of the work which has been accomplished.

Mr. MARK WATERS, of the firm of Warry, Robins, Burges, & Co., returned thanks on behalf of himself and partners.

Mr. HENRY MASON, in moving a vote of thanks to the chairman, said he had done a great deal for them which had led to the happy results experienced.

The motion was seconded by Mr. HERRIES, and carried by acclamation.

The chairman having replied, the proceedings closed.

LAW LIFE ASSURANCE SOCIETY.

A special general meeting of this society was held on the 29th ult. Mr. W. J. Farrer presided, and there was a full attendance.

Mr. GRIFFITH DAVIES, the actuary, read the notice convening the meeting, and the report was taken as read. It stated that the directors have much pleasure in submitting to the proprietors and the assured the following report upon the operations of the society for the five years ending December 31, 1884. The number of policies effected during the quinquennium was 1,034, assuring £1,962,985, of which the sum of £556,300 was re-assured. The number of policies existing as at December 31 last was 5,599, assuring £8,303,453 (of which the sum of £478,000 has been re-assured), with bonus additions amounting to £1,470,410. The results of an investigation of the mortality experience of the society indicate that the amount paid in claims during the five years was considerably less than the expected amount according to the table of mortality adopted in the valuation. The average rate of interest realized upon the entire funds, for the five years, was very nearly 4½ per cent. The percentage of expenses of management and commission upon the total income was under 4½ per cent. The transfer of the proprietors' share of the surplus to the guarantee fund will raise that fund, as at the 31st of December last, to £1,139,944 2s. 11d. Deducting from this the amount of capital to remain intact, £1,000,000; the amount required to pay the half-yearly dividend due in April, £21,250; the amount of unclaimed dividends and bonuses, £1,623 12s. 6d.; the amount of arrears of interest and depreciation of principal, which has hitherto been carried to a suspense account, £12,343 5s. 7d.—there will remain the sum of £104,727 4s. 10d. at the disposal of the proprietors. The directors recommend that, of this amount, the sum of £100,000 be divided on the present occasion, which is at the rate of £10 a share; and that the balance—viz., £4,727 4s. 10d.—be retained. The four-fifths of the surplus belonging to the policy-holders will be apportioned amongst them in the form of reversionary sums to be added to the policies; and, as soon as the calculations necessary to ascertain the amount of reversionary bonus to be assigned to each policy entitled to participate have been completed, a letter will be sent to each policy-holder stating the amount of bonus allotted.

The CHAIRMAN.—It now falls upon me to offer a few observations upon the report, which I feel sure you will consider, as we do on this side of the table, a very satisfactory result of our five years' trading. I should like, in the first place, to call your attention—because it is really a matter of great satisfaction—to the care with which the lives have been selected, and how far in excess of anything that might reasonably have been expected has been the excellence of those lives, and, consequently, of the remuneration arising from them. I have in my hand a table which sets forth these results in a very striking light; and I think it only right to those who preceded us here that you should know what has been the result of their care for your interest. After referring in detail to the table, the chairman said: The result is that we have paid during the quinquennium some £400,000 less than we might have expected to pay according to the table upon which the valuation has been based—a result upon which I have great grounds for congratulating you. Turning to the report, he said:—You will see that the assurance fund gives a balance of £4,291,756, which, with accrued interest, £45,172, makes up a total of £4,336,928. On the other side comes the net liability under assurance contracts, estimated, as I have said, on the three per cent. basis, £3,716,754. Then come claims announced, but not proved, £15,857. You will see there is an item, "Estimated depreciation in mortgages and loss of interest, £28,947." But, when you come to compare that with a statement that was issued to you a month or two ago, showing the amount of securities we hold, I do not imagine you will think the amount a large one. Between the guarantee fund and the assurance fund there is about £3,300,000 out upon mortgages. If, therefore, there should be a depreciation to some small extent in our amount of principal and in our estimated values, you will not be greatly surprised. With these observations I commend the report to your approval, and I move "That the report be received and adopted, and that the recommendations contained therein be carried out."

Mr. H. R. FRESHFIELD seconded the motion.

Mr. GRIFFITH SMITH expressed his surprise that there should not have been a larger number of policies effected with the society during the quinquennium.

The CHAIRMAN.—The number of policies effected was 1,034. During the previous quinquennium the number was 1,156. The amount assured was, however, very nearly the same. The amount assured during the last quinquennium was £1,962,985, while during the previous quinquennium it was £1,964,941. Consequently, although there was a difference of about 120 in the number of policies, the amount assured was only £2,000 less.

Mr. PITCAIRN directed attention to the large amount which had necessarily been laid by in consequence of the rate of interest assumed in the valuation having been three per cent. instead of three and a half per cent., as on the previous occasion, so that the society was really in a more prosperous condition than the chairman led them to suppose in the course of his very lucid statement.

A vote of thanks to the chairman concluded the proceedings.

The *Washington Law Reporter* says that Dr. Francis Wharton, the well-known American legal author, has been appointed by Secretary Bayard legal adviser upon questions of International Law.

LEGAL APPOINTMENTS.

Mr. Joseph Rowlands, solicitor, of Birmingham and Aston, has been appointed Solicitor to the Birmingham and District Mineral Waters Makers' Protection Association. Mr. Rowlands was admitted a solicitor in 1867. He is clerk to the county magistrates for the Birmingham and Aston Divisions.

Mr. Edward Lamb Waugh, solicitor, of Cockermouth, has been appointed by the high sheriff of Cumberland (Mr. Lamplugh Ballantine Dykes) to be Under Sheriff of that county for the current year. Mr. Waugh is the son of Mr. Edward Waugh, solicitor, M.P. for Cockermouth. He was admitted in 1873, and he is in partnership with his father, and with Mr. Edward Musgrave.

Mr. Louis Pohlmann Foster, solicitor (of the firm of England & Foster), of Halifax, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Samuel Wilkinson, solicitor (of the firm of Wilkinson, Gillespie, & Wilkinson), of Walsall, has been appointed Legal Adviser to the Corporation of that borough, on resigning the office of town clerk. Mr. Wilkinson is also clerk of the peace for Walsall. He was admitted a solicitor in 1846.

Mr. William Thomas Sharp, solicitor, of Lancaster, has been appointed by the high sheriff of Lancashire (Mr. James Willamson) to be Under Sheriff of that county for the current year. Mr. Sharp was admitted a solicitor in 1865. He is registrar of the Lancaster County Court.

Mr. Henry England Barren, solicitor, of 27, Bouverie-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Clement Richards Waldron, solicitor (of the firm of Waldron & Son), of Cardiff and Llandaff, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. William Palfrey Burrell, barrister, has been appointed to officiate as a Judge of the Supreme Consular Court at Constantinople. Mr. Burrell was called to the bar at the Inner Temple in Michaelmas Term, 1865. He has been for some time British Consul at Port Said.

Mr. George Mark Doe, solicitor, of Great Torrington, has been appointed Clerk to the Great Torrington School Board, on the resignation of his father, Mr. George Doe, who is town clerk of the borough of Torrington. Mr. G. M. Doe was admitted a solicitor in 1882.

Mr. Allan Cotton, solicitor, of Llanelly, has been appointed Agent at Llanelly for the Midland Counties Insurance Company.

Mr. C. Eagleton, solicitor, of Hastings, and 40, Chancery-lane, London, has been appointed a Commissioner for taking Affidavits in the Supreme Court of South Australia.

DISSOLUTIONS OF PARTNERSHIPS, &c.

Gabriel Lindo, Arthur Lindo, and William Mitchell, solicitors, 80, Coleman-street, London (Lindo & Co.) April 1. The said Gabriel Lindo and Arthur Lindo will continue the said business under the style of Lindo & Co. [*Gazette*, April 3.]

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

Order of Court.

Thursday, the 2nd day of April, 1885.

Whereas, by an order dated the 9th day of March, 1885, it was, pursuant to the Supreme Court of Judicature Act, 1884, s. 5, ordered that the several causes set forth in the schedule hereto should be assigned to Mr. Justice Field for the purpose of hearing the same, or any application therein, and whereas it is expedient that the re-transfer hereinafter directed should be made; I, the Right Honourable Roundell Earl of Selborne, Lord High Chancellor of Great Britain, do therefore order that the causes and matters in the schedule hereto be re-transferred from Mr. Justice Field to Mr. Justice Chitty, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

Schedule.

From Mr. Justice Field's List (Witness Actions).

Gough v Gough 1884 G 137 July 18, 1884 Tried
Maaers v Morse 1884 M 1,077 July 26, 1884 Withdrawn
Colegrave v Saffery 1884 C 1,971 July 28, 1884 Tried
Pilley v Land Investment Co. 1884 P 1,310 July 28, 1884 Stand over Easter
Bennett v Ashwin 1883 B 2,269 July 28, 1884 Stand over Easter
Bradford Banking Co. v Briggs & Son, Limited 1884 B 2,495 Aug 2, 1884 Tried
Mackrell v Stone 1884 M 1,840 Aug 12, 1884 Withdrawn
Montanini & Co v Bartlett 1884 M 1,045 Aug 12, 1884 Untried
Hemming v Hemming 1882 H 4,711 Aug 12, 1884 Tried
Re Lewis Neat v Brown 1884 L 1,771 Aug 14, 1884 Stand over generally
Mew v Cass 1884 M 443 Sept 6, 1884 Tried
Berlandina v Perkins 1884 B 1,284 Sept 9, 1884 Tried
Ogle v Bayley 1884 O 215 Sept 19, 1884 Tried
Norris v Danby 1884 N 383 Oct 7, 1884 Tried
Palmer v Walton 1884 P 1,087 Oct 23, 1884 Tried
King v Aldis 1884 K 453 Oct 24, 1884 Tried
Plowright v Lambert 1883 P 2,930 Oct 25, 1884 Tried
Dixon v Bell 1884 D 1,125 Oct 29, 1885 Stand over Easter
Russell v Hygienic and Sanitary, &c, Co 1884 R 640 Oct 30, 1884 Untried
Lord Braybrooke v South-Eastern Ry Co 1883 B 2,523 Oct 30, 1884 Withdrawn
Liardet v Hammond Electric Light Co, Limited 1882 L 3,357 Oct 30, 1884 Untried
Tuxill v Shield 1884 T 1,149 Nov 3, 1884 Stand over Easter
Re King King v Norris 1883 K 1,185 Nov 4, 1884 Tried
G Hollings v Garrold J H Hollings v Garrold 1883 H 5,247 Nov 5, 1884 Tried
Betts v Miller 1882 B 6,611 Nov 7, 1884 Tried
Wright v Parish 1884 W 45 Nov 13, 1884 Tried
Wise v Baker 1884 W 1,892 Nov 14, 1884 Tried
Farlow v Thompson 1884 F 1,108 Nov 18, 1884 Tried
Baker & Sons v M N Inman 1883 B 2,387 Nov 24, 1884 Withdrawn
Nembhard v Patman 1884 N 190 Nov 26, 1884 Stand over generally
Saunders v Dence 1884 S 3,412 Dec 5, 1884 Tried
Re Taylor Shaw v Taylor 1884 T 919 Dec 5, 1884 Tried
Bassett v Davies 1884 B 4,554 Dec 6, 1884 Tried
Young v Barclay & Brand & anr 1884 Y 154 Dec 12, 1884 Stand over Easter
Re Rees Jones v Jeffries 1884 J 124 Dec 18, 1884 Withdrawn
Pain v Eve 1884 P 1,837 Dec 19, 1884 Tried
Re Whitlock Whitlock v Whitlock 1884 W 875 Dec 22, 1884 Untried
Hughes v Nutt & anr, trading, &c 1884 H 1,223 Dec 24, 1884 Untried
Collier v Bertin 1883 C 6,109 Jan 2, 1885 Withdrawn
Darlow v Scratton 1884 D 2,220 Jan 6, 1885 Stand over Trinity
Bedwell v Trower 1884 B 4,902 Jan 7, 1885 Untried
Coles v Lanham 1884 C 2,831 Jan 7, 1885 Withdrawn
London Mortgage & Guarantee Soc, ld v Locke 1884 L 1,337 Jan 8, 1885 Untried
Newsome v Brownhill 1884 N 930 Jan 13, 1885 Untried
Whetham v Davey 1881 W 2,198 Jan 13, 1885 Stand over Easter
Plant v Morgan Morgan v Plant 1884 P 2,333 Jan 15, 1885 Tried
Lomax v Accrington Gas, &c, Co 1884 L 1,145 Jan 17, 1885 Stand over Easter
Craig v Chubb Chubb v Craig 1884 C 2,764 Jan 27, 1885 Untried
Re Linger Linger v Linger 1884 L 2,085 Jan 29, 1885 Untried

Selborne, C.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 1.	Appeal Court No. 2.	V. C. Bacon.	Mr. Justice Kay.
Mon., Apl. 13	Mr. Teesdale	Mr. Ward	Mr. Carrington	Mr. Farrer
Tuesday ... 14	Farrer	Pemberton	Jackson	Teesdale
Wed..... 15	Pemberton	Ward	Carrington	Farrer
Thursday.. 16	Ward	Pemberton	Jackson	Teesdale
Friday 17	Koe	Ward	Carrington	Farrer
Saturday .. 18	Clowes	Pemberton	Jackson	Teesdale

	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, Apl..... 13	Mr. Clowes	Mr. Lavie	Mr. Merivale
Tuesday 14	Koe	Pugh	King
Wednesday 15	Clowes	Lavie	Merivale
Thursday 16	Koe	Pugh	King
Friday 17	Clowes	Lavie	Merivale
Saturday 18	Koe	Pugh	King

COMPANIES.

WINDING-UP NOTICES.

Joint Stock Companies.

Limited in Chancery.

Ellel Cotton Manufacturing Company, Limited.—Bacon, V.C., has fixed Wednesday, April 15, at 11, at his chambers, for the appointment of an official liquidator

Paris Skating Rink Company, Limited.—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Samuel Barrow, 38, Gresham st. Thursday, June 4, at 11, is appointed for hearing and adjudicating upon the debts and claims

River Gambia Trading Company, Limited.—Petition for winding up, presented April 1, directed to be heard before Pearson, J., on Saturday, April 18 Stevens, Queen Victoria st, solicitor for the petitioners

South Durham Brewery Company, Limited.—Petition for winding up, presented March 28, directed to be heard before Kay, J., on April 17. Chester and Co, Staple inn, agents for Clayhills, Darlington, solicitor for the petitioner [Gazette, April 3.]

CORPORATION OF SOUTH AUSTRALIAN COPPER MINES, LIMITED.—By an order made by Chitty, J., dated March 28, it was ordered that the Copper Mines be wound up. Barker, Union ct, Old Broad st, solicitor for the petitioner

ENGLISH AND FOREIGN BOTTLE COMPANY, LIMITED.—Chitty, J., has, by an order dated March 12, appointed Arthur Hughes, 25, Old Jewry, to be official liquidator

GARRARD AND COMPANY, LIMITED.—By an order made by Chitty, J., dated March 28, it was ordered that the company be wound up. Hopkins, Gt Winchester st, solicitor for the petitioner

GENERAL MINERAL WATERS SUPPLY ASSOCIATION, LIMITED.—Chitty, J., has fixed Thursday, April 16, at 12, at his chambers, for the appointment of an official liquidator

IMPERIAL CONTINENTAL WATER CORPORATION, LIMITED.—Chitty, J., has by an order, dated Jan 26, appointed Nicholas Tapp, St Clement's House, Clement's lane, to be official liquidator. Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, June 4, at 12, is appointed for hearing and adjudicating upon the debts and claims

LLAY HALL COAL AND CLAY WORKS COMPANY, LIMITED.—Chitty, J., has fixed Wednesday, April 15 at 12, at his chambers, for the appointment of an official liquidator

MAINDY STEEL WORKS, LIMITED.—Chitty, J., has fixed Wednesday, April 15 at 12, at his chambers, for the appointment of an official liquidator

NORTH WEST TIMBER COMPANY OF CANADA, LIMITED.—Pearson, J., has fixed Saturday, April 18 at 12, at his chambers, for the appointment of an official liquidator

PATENT STEAM WASHER AND LAUNDRY COMPANY, LIMITED.—By an order made by Bacon, V.C., dated March 28, it was ordered that the company be wound up. Vincent, Budge row, agent for North and Sons, Leeds, solicitors for the petitioner

[*Gazette*, April 7.]

UNLIMITED IN CHANCERY.

ABBEY LANE FREEHOLD LAND SOCIETY.—By an order made by Chitty, J., dated March 28, it was ordered thrt the society be wound up. Meredith and Co, agents for Simpson, Sheffield, solicitor for the petitioner

[*Gazette*, April 3.]

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

BRIGGS BROTHERS AND COMPANY, LIMITED.—The Vice-Chancellor has fixed Tuesday, April 14 at 12.30, at 2, Clarence st, Manchester, for the appointment of an official liquidator

EDGE SIDE HOLME COTTON SPINNING AND MANUFACTURING COMPANY, LIMITED.—By an order made by Fox-Bristowe, V.C., dated March 24, it was ordered that the voluntary winding up of the company be continued. Grundy and Co, Manchester, solicitors for the petitioner

[*Gazette*, April 3.]

S. CHARLTON AND COMPANY, LIMITED.—The Vice Chancellor has fixed April 16, at 2, at 2, Clarence st, Manchester, for the appointment of an official liquidator

SPRING GARDENS COTTON MILL COMPANY, BACUP, LIMITED.—By an order made by the Vice Chancellor, dated March 30, it was ordered that the voluntary winding up of the company be continued. Smith and Co, Manchester, agents for Wright, Bacup, solicitor for the petitioners

[*Gazette*, April 7.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ATTHILL, Rev WILLIAM, Brandiston Hall, Norfolk, Clerk in Holy Orders. June 15. Taylor and Sons, Norwich

BELLINGHAM, JOHN GEORGE, Hollywood rd, West Brompton, Clerk in Holy Orders. April 25. Carleton-Holmes and Son, Bedford row

BOUSFIELD, CATHERINE, Grosvenor pl. May 15. Johnston and Co, Raymond bldgs, Gray's inn

BUCHAN, WILLIAM, Huddersfield, Joiner. April 6. Welsh, Huddersfield

CLARK, WILLIAM, Sumner pl, Brompton, Esq. May 1. Hare and Co, Surrey st, Strand

COBBY, MATTHEW HENRY, Sidmouth, Devon, Station Master. April 13. Radford and Orchard, Sidmouth

COEBOULD, JESSE, Devizes, Wilts, Gent. April 20. Marshall, Devizes

CRAGGS, FRANCIS, Seaton Carew, Durham, Gent. April 24. Todd and Harrison, West Hartlepool

DOWDESWELL, JOHN EDWARD, Hertford st, Mayfair, Private Hotel Keeper. April 27. Le Brasseur and Oakley, New ct, Lincoln's inn

GAHAN, ARTHUR, Maplin st, Mile End rd, Licensed Victualler. May 1. Gowing and Co, Finsbury pavement

GARDINER, ANNE BROMHEAD, Cheltenham, Gloucester. April 25. Drew, Cheltenham

HARRIS, Rev PERCY BYSSHE, Corby, Northampton, Clerk in Holy Orders. May 2. Becke and Green, Northampton

HARRIS, SUSANNAH, Northampton. May 2. Becke and Green, Northampton

HARRIS, Rev THOMAS, Monmouth, Clerk in Holy Orders. April 30. Hill, Monmouth

HARRISON, MARTHA, Bloxwich, Stafford. April 20. Rowley and Chatwin, Birmingham

HERDMAN, ROBERT, Worle, Somerset, Inn Keeper. May 1. Smith and Son, Weston super Mare

HERBERT, WILLIAM, Plumpton Hall, Cumberland, Land Agent. May 7. Little and Lamonby, Penrith

HOOKE, JAMES EDWIN, Sidmouth, Devon, Gent. April 13. Radford and Orchard, Sidmouth

JAGER, HENRY, Lower Broughton, Salford, Gent. June 24. Wharton and Cleworth, Manchester

KING, JOHN, Southgate, Retired Farmer. April 20. Howard and Shelton, Threadneedle st

LEFTWICH, GEORGE, Carleton rd, Tufnell pk, Ice Merchant. May 8. Justice, Bernard st, Russell sq

MAJOR, SAMUEL DOWELL, Bath, Public Accountant. May 19. Simmons and Co, Bath

MEYER, ANNE, Florence, Italy. April 30. Mills and Co, Bedford row

MORRIS, ABIATHAR, Pendeford, Tettenhall, Stafford, Malster. April 25. Thorne and Co, Wolverhampton

MORRIS, ANNIE, Bushbury, Stafford. April 25. Thorne and Co, Wolverhampton

NEVILL, CHARLES, Birmingham, Manufacturing Jeweller. April 20. Rowley and Chatwin, Birmingham

OWEN, WILLIAM, Beaumaris, Anglesey, Builder. April 30. Jones Roberts, Menai Bridge, Anglesey

PARSONS, JOSEPH, Broomhill, Sussex, Farmer. April 20. Dawes, Rye

PEEBLES, CHARLOTTE, Lancaster. April 23. Hall and Marshall, Lancaster

PERRIS, EDMUND, Rotherhithe, Surrey, Miller. May 30. Gearey, Verulam bd gs, Gray's inn

PHILSON, GEORGE, Dover, Kent, Gent. April 25. Carder, Dover

POYNTON, WILLIAM HENRY, Burton on Trent, Butcher. May 1. Taylor, Burton on Trent

REDMAN, JOSEPH HUNTER, Hanley rd West, Holloway, Traffic Agent. May 16. Grundy and Co, Budge row, Cannon st

REYNOLDS, WILLIAM, Penn, Wolverhampton, Licensed Victualler. March 30. Thorneycroft, Wolverhampton

ROBERTS, EDWIN, Hunslet, Leeds, Machine Makers' Clerk. April 25. Scott, Leeds

ROBERTS, HUMPHREY, Four Crosses, Llandysilio, Anglesey, Writing Slate Manufacturer. April 30. Jones Roberts, Anglesey

SCHOFIELD, SAMUEL, Leeds, Newspaper Dealer. May 1. Wilson and Leatham, Wakefield

SMITH, WILLIAM HENRY, Smallbrook, Broadway, Worcester. April 18. New and Co, Evesham

SNOOK, THOMAS, Weymouth, Wine Merchant. May 8. Steggall and Hooper, Weymouth

TAPPER, SAMUEL, Teignmace, Devon, Timber Merchant. April 14. Burgess Woosnam, Newton Abbot

TREFFRY, ANNE, Place, Fowey, Cornwall. May 1. Lambert and Co, John st, Bedford row

WARD, SARAH, Sutton, Surrey. April 30. Horsley, Bull and Mouth st

WELCH, JOHN KEMP, Clapham Common, Esq. April 30. Chapple and Co, Carter lane

WHITTERON, WISEMAN, Manchester, Tea Dealer. April 14. Hankinson and Son, Manchester

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ABERCROMBY, SARAH, Charlewood rd, Putney. April 30. Johnson and Co, Austin Friars

ALEXANDER, HENRY BROWNE, The Laurels, Barnes, Esq. May 20. Merriman and White, King's Bench walk, Temple

ARMITAGE, MARY, Redcliffe sq, The Boltons. April 25. Munby and Scott, York

ATKINS, GEORGE MARTIN, Ringdale, Fernham, Berks, Esq. June 1. Collins, Reading

BAINBRIDGE, WILLIAM, West Hartlepool, Durham, Ironfounder. April 29. Todd and Harrison, Hartlepool

BAKER, WILLIAM WINDSOR, Hornsey rd, Linen Factor. May 1. Letts Brothers, Bartlett's bldgs

BROWNRIGG, ROBERT, Barrow in Furness, Hotel Keeper. April 27. Gregson, Angel ct, Throgmorton st

CLARE, ELIZABETH ANN, Higher Broughton, nr Manchester. May 5. Slater and Co, Manchester

CLAYTON, JOHN, Clifton, York, Farmer. April 30. Curry, Cleckheaton

FENWICK, JOSEPH, North Shields, Retired Farmer. May 20. Dale, North Shields

HALE, CHARLES CHOLMELEY, King's Walden, Hitchin, Herts, Esq. May 1. Harrison and Co, Bedford row

HATHAWAY, ISAAC, Winchfield, Hants, Farmer. May 4. Lamb and Co, Odiham

HATHORNTHWAITE, ALICE, Southport, Lancaster. April 23. Hall and Marshall, Lancaster

HOOTON, ELENOR, Basford, Nottingham. May 29. Neville, Nottingham

JAMES, ELIZA, Werrington st, Oakley sq. April 25. Kempster, Lower Kennington lane

LEFTWICH, GEORGE, Little Albany st, Regent's pk, Ice Merchant. May 8. Justice, Bernard st, Russell sq

LINSCOTT, JAMES, Ladbroke grove rd, Notting Hill, Baker. April 30. Drake and Co, Rood lane

LOCKWOOD, HANNAH, Kirkburton, York. May 1. Moseley, Huddersfield

LUCAS, HENRY, Emerald hill, Victoria, Clerk. April 25. Wilkins and Co, Gresham House

MASON, WILLIAM, Burton upon Trent, Stafford, General Dealer. May 8. Goodger, Burton upon Trent

MERRALL, GEORGE, Wells st, Oxford st, Coach Builder. April 25. Rogers, Essex st, Strand

MILES, ADAM, Skelsmergh, Westmorland, Retired Farmer. May 12. Arnold and Greenwood, Kendal

PARROTT, JOHN CHARLES, Clapham common, Surgeon. April 23. Winter and Co, Bedford row

PAYNE, JAMES, Reverdy rd, Bermondsey, Gent. April 15. Miller and Co, Copthall ct

PHILLIPS, Rev EDWARD, Tunbridge Wells. April 21. Eliza Phillips, Culverden Castle, Tunbridge Wells

RANSOME, ANDREW, Manchester, Coal Merchant. April 21. Needham and Co, Manchester

SMITH, DANIEL, New Mills, Derby, Book-keeper. April 30. Grundey, Stockport

WELLS, HENRY EDWARD, Wedmore gdns, Islington, Retired Woollen Draper. May 25. Houghtons and Byfield, Gracechurch st

WILDE, THOMAS, Didsbury, nr Manchester. April 30. Lambert, Manchester

WRAY, JAMES, St Mary Abbots terrace, Kensington, Gent. May 1. Tatton and Son, Lower Phillimore pl, Kensington

[*Gazette*, March 27.]

ADAMS, GEORGE FREDERICK, Cardiff, Civil Engineer. May 1. Williams, Cardiff

ASPINALL, ROBERT AUGUSTUS, Queensberry place, Cromwell rd, Esq. June 1. Garnett and Tarbet, Liverpool

ATTREE, MARY, Brighton. April 17. Boxall, Brighton

BROWN, GEORGE HENRY, Plymouth, Devon, Manager Sugar Refinery. May 1. Snell and Holman, Plymouth

BURCHELL, JAMES, Gordon sq, St Pancras, Esq. May 12. Hortin, Edgware rd

CARR, GEORGE, Hemsworth, York, Stonemason. May 1. Wilson and Leatham, Wakefield

CROSS, MARTHA, Widcombe, Bath. May 1. Inman and Co, Bath

DART, WILLIAM FREDERICK, Liverpool, out of business. May 2. Gardner and Smith, Liverpool

GREGORY, FREDERIC, Whitehaven, Cumberland, Gent. May 1. Mason and Thompson, Whitehaven

HANDS, THOMAS, Edgbaston, Birmingham, Gent. May 1. Thomas, Birmingham

HAWKINS, LUCY, Crookham, Hampshire. April 30. Burr, Little Britain

JACKSON, JANE, Leeds. April 30. Ford and Warren, Leeds

LAWRENCE, CHARLES, Lothian rd, Camberwell New rd, Gent. April 15. Fleming, Trinity-square, Southwark

MAILE, JANE, Huntingdon. April 27. Hunnybun and Sons, Huntingdon

PICKERNELL, THOMAS, Uphatherley, Gloucester. May 1. Wakeford and Co, Russell sq, agents for Hawkes and Co, Birmingham

STANLEY, GEORGE ALBERT, High st, Hampstead, Licensed Victualler. May 16. Layton and Co, Budge row

STALL, ABRAHAM JOSEPH, Ystradyfodwg, Glamorgan, Pawnbroker. April 24. Williams, Pontypridd

STRANGWAYS, HENRY BYLL, Shapwick, Somerset, Esq. May 14. Ruscombe and Co, Bridgwater

TIFFANY, JOHN, Huddersfield, Woollen Rag Dealer. May 1. Barker and Co, Huddersfield

VALE, WILLIAM, Edington, Somerset, Gent. May 14. Ruscombe and Co, Bridgwater

VENN, ELIZABETH, Fopstone rd, South Kensington. April 20. Travers and Co, Throgmorton st

VENN, JOHN WHATLEY, Fopstone rd, Kensington. April 2. Travers and Co, Throgmorton st

WESTON, MATTHEW, Liverpool. May 1. Flux and Leadbitter, Leadenhall st

WOOD, SOPHIA, Canal rd, Mile End. May 12. Anning, Cheapside

[*Gazette*, March 31.]

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.
FRIDAY, April 3, 1885.
RECEIVING ORDERS.

Baines, Charles Henry, York, Optician. York. Pet Mar 30. Ord Mar 30. Exam April 10 at 12
Bates, Thomas, Rowley Regis, Staffordshire, Labourer. Oldbury. Pet Mar 27. Ord Mar 27. Exam April 20
Boland, William Henry, and Thomas Fairley, Birmingham, Jewellers. Birmingham. Pet April 1. Ord April 1. Exam April 30 at 2
Bower, George, Sheffield, Boot Maker. Sheffield. Pet Mar 31. Ord Mar 31. Exam April 23 at 11.30
Brookes, Thomas, Birmingham, Hosier. Birmingham. Pet Mar 30. Ord Mar 30. Exam April 30 at 2
Brown, Daniel, Leeds, Innkeeper. Leeds. Pet Mar 31. Ord Mar 31. Exam April 14 at 11
Brown, Edward Andrew, Bedale, Yorkshire, Licensed Victualler. Northallerton. Pet Mar 30. Ord Mar 30. Exam April 14 at 11.30 at Court House, Northallerton
Carlill, Briggs, Fenchurch st, Solicitor. High Court. Pet Jan 8. Ord Mar 31. Exam May 13 at 11 at 34, Lincoln's inn fields
Chaplin, Jabez William, Ibstock, Leicestershire, Tailor. Leicester. Pet Mar 31. Ord Mar 31. Exam April 15 at 10
Chavasse, Joseph Henry, Kingswinford, Staffordshire, Coalmaster. Stourbridge. Pet Mar 24. Ord Mar 24. Exam April 13 at 11.30
Clifford, Talbot Barton, Cheltenham, Grocer. Cheltenham. Pet Mar 30. Ord Mar 30. Exam April 24 at 12
Cohen, Joshua Abraham, Promenade, Camberwell, Clothier. High Court. Pet Mar 30. Ord Mar 30. Exam May 6 at 11 at 34, Lincoln's inn fields
Cooke, James Holder, King's Norton, Worcestershire, Grocer. Birmingham. Pet April 1. Ord April 1. Exam April 28 at 2
Crompton, William Henry, Bury, Lancashire, Builder. Bolton. Pet Mar 17. Ord Mar 30. Exam April 20 at 11
Davies, Dan Howell, Treherbert, Glamorganshire, Grocer. Pontypridd. Pet Mar 30. Ord Mar 30. Exam April 21 at 2
France, William, Heckmondwike, Yorkshire, Grocer. Dewsbury. Pet Mar 20. Ord Mar 30. Exam April 9
Hall, Frank A, Cheltenham, Dealer in Fancy Goods. Cheltenham. Pet Mar 17. Ord Mar 30. Exam April 24 at 12
Halliwell, Thomas, Blackburn, Lancashire, Boot Manufacturer. Blackburn. Pet Mar 31. Ord Mar 31. Exam April 21
Hervey, George William, Romford, Essex, Saddler. Chelmsford. Pet Mar 30. Ord Mar 30. Exam April 13 at 1 at Shirehall, Chelmsford
Holloway, Henry, Plaistow, Carman. High Court. Pet Mar 31. Ord Mar 31. Exam May 8 at 11 at 34, Lincoln's inn fields
Howard, Eliza, York, Dealer in Fancy Goods. York. Pet Mar 30. Ord Mar 30. Exam Apr 10 at 12
Jack, Stuart, Arlington road, Camden Town, Pianoforte Manufacturer. High Court. Pet Mar 31. Ord Mar 31. Exam May 8 at 11 at 34, Lincoln's inn fields
Johnson, James Lacy, Abingdon, Berks, Draper. Oxford. Pet Apr 1. Ord Apr 1. Exam Apr 16 at 11.30
Jones, John, Pwllheli, Carnarvonshire, Mason. Bangor. Pet Mar 28. Ord Mar 28. Exam Apr 13 at 12.30
Joseph, Lyon J, Birmingham, Wholesale Jeweller. Birmingham. Pet Apr 1. Ord Apr 1. Exam Apr 22 at 2
King, Thomas, Stockton on Tees, Joiner. Stockton on Tees and Middlesborough. Pet Mar 30. Ord Mar 30. Exam Apr 15
Magee, Alfred Ernest, Brompton rd, Builder. High Court. Pet Mar 30. Ord Mar 30. Exam May 7 at 11 at 34, Lincoln's inn fields
March, Thomas, Blaydon Bank, Durham, Builder. Newcastle on Tyne. Pet Mar 30. Ord Mar 30. Exam Apr 9
McCoy, Michael, Warrington, Lancashire, no occupation. Warrington. Pet Apr 1. Ord Apr 1. Exam Apr 16 at 12
Mills, Samuel, Greatbridge, Staffordshire, Grocer. Oldbury. Pet Mar 28. Ord Mar 30. Exam Apr 24
Monkhouse, Elliott, Exeter, Machine Maker. Exeter. Pet Apr 1. Ord Apr 1. Exam Apr 16
Myers, George, and Parker Saunders, Kingston upon Hull, Drysalters. Kingston upon Hull. Pet Mar 31. Ord Mar 31. Exam May 4 at 2 at Court house, Townhall, Hull
Passman, John, Coxwold, Yorkshire, Grocer. York. Pet Apr 1. Ord Apr 1. Exam Apr 17
Raney, Richard Graves, Scarborough, Bootmaker. Scarborough. Pet Mar 31. Ord Mar 31. Exam Apr 29 at 2
Roberts, Henry, Portmadoc, Carnarvonshire, Grocer. Bangor. Pet Mar 31. Ord Mar 31. Exam May 11 at 12.30
Shergold, George Samuel, Southsea, Baker. Portsmouth. Pet Mar 31. Ord Mar 31. Exam Apr 20
Slater, William, Runton, Norfolk, Shoemaker. Norwich. Pet Mar 31. Ord Apr 1. Exam Apr 15 at 12 at Shirehall, Norwich Castle
Smith, John, Bingley, Yorks, Herbalist. Bradford. Pet Mar 31. Ord Mar 31. Exam Apr 14 at 12
Speight, William, Northampton sq, Clerkenwell, Manufacturing Jeweller. High Court. Pet Mar 31. Ord Mar 31. Exam May 5 at 11 at 34, Lincoln's inn fields
Stringer, Edwin Harper, Stourbridge, Worcestershire, Boot Dealer. Stourbridge. Pet Mar 16. Ord Mar 25. Exam Apr 13 at 12
Templer, John Charles, Caldecott, Rutlandshire, Coal Merchant. Leicester. Pet Mar 30. Ord Mar 30. Exam Apr 15 at 10
Thompson, Henry William, Manchester, Waiter. Manchester. Pet Mar 31. Ord Mar 31. Exam Apr 23 at 2
White, Samuel, Ellesmere Port, Cheshire, Coal Dealer. Birkenhead. Pet Mar 31. Ord Mar 31. Exam Apr 15
Wrenn, Charles, Bexhill, Sussex, no occupation. Hastings. Pet Mar 30. Ord Mar 30. Exam Apr 27

FIRST MEETINGS.

Allan, Charles, Highbury quadrant, Gent. Apr 23 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Andel, Thomas, Tower chbrs, Moorgate st, Foreign Agent. Apr 20 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Baines, Charles Henry, York, Optician. Apr 10 at 11. Official Receiver, York
Bates, Thomas, Rowley Regis, Staffordshire, Labourer. Apr 14 at 12. Official Receiver, Colmore row, Birmingham
Bincepfel, Joseph, and Henry Grunbaum, President st, Goswell rd, Hat and Bonnet Manufacturers. Apr 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Boland, William Henry, and Thomas Fairley, Birmingham, Jewellers. Apr 21 at 11. Official Receiver, Colmore row, Birmingham
Bower, George, Sheffield, Bootmaker. Apr 13 at 3. Official Receiver, Figtree lane, Sheffield
Brookes, Thomas, Birmingham, Hosier. Apr 16 at 11. Official Receiver, Colmore row, Birmingham
Brown, Daniel, Leeds, Innkeeper. Apr 16 at 12. Official Receiver, 22, Park row, Leeds
Cameron, John, Stockton on Tees, Draper. Apr 17 at 11.30. Queen's Hotel, Leeds
Chaplin, Jabez William, Ibstock, Leicestershire, Tailor. Apr 14 at 3. Official Receiver, 28, Friar lane, Leicester
Chavasse, Joseph Henry, Kingswinford, Staffordshire, Coalmaster. Apr 13 at 10. Talbot Hotel, Stourbridge
Clifford, Talbot Barton, Cheltenham, Grocer. Apr 10 at 10. County Court, Cheltenham
Corbett, John, and John Francis, Dudley Hill, nr Bradford, Stuff Manufacturers. Apr 17 at 11. Official Receiver, Ivegate chbrs, Bradford
Crompton, William Henry, Bury, Lancashire, Builder. Apr 13 at 3. 16, Wood st, Bolton
Crowston, George, Bardney, Lincolnshire, Farmer. Apr 14 at 12. Official Receiver, 2, St Benedict's sq, Lincoln
Davies, Dan Howell, Treherbert, Glamorganshire, Grocer. Apr 13 at 12. Official Receiver, Merthyr Tydfil
France, William, Heckmondwike, Yorkshire, Grocer. Apr 13 at 3. Official Receiver, Batley
Frogley, Frederick Waller, and William Holmes Frogley, Beckton rd, Canning Town, Grocers. April 20 at 11. 33, Carey st, Lincoln's inn
Goodger, Charles Frederic, Wilton rd, Pimlico, Draper. Apr 20 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Gordon, Joseph, Roman rd, Old Ford, Bow, Floorcloth Dealer. Apr 22 at 11 33, Carey st, Lincoln's inn
Hall, Frank A., Cheltenham, Dealer in Fancy Goods. Apr 10 at 3. County Court, Cheltenham
Howard, Eliza, York, Dealer in Fancy Goods. Apr 10 at 10. Official Receiver, York
Jones, John, High st, Pwllheli, Carnarvonshire, Mason. Apr 14 at 10. Crown Hotel, Pwllheli
Jones, Thomas, Walton, Lancashire, Builder. Apr 16 at 3. Official Receiver, 35, Victoria st, Liverpool
King, Thomas, Stockton on Tees, Joiner. Apr 14 at 10. Official Receiver, 8, Albert rd, Middlesborough
Lavers, William Henry, King William st, Timber Merchant. Apr 22 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
March, Thomas, Blaydon Bank, Durham, Builder. Apr 13 at 11. Official Receiver, County chmbrs. Westgate rd, Newcastle on Tyne
McCoy, Michael, Warrington, Lancashire, no occupation. Apr 16 at 11. Official Receiver, 2, Cairo st, Warrington
Miller, Samuel Henry, East Dulwich, Surrey, Poulterer's Salesman. Apr 20 at 12. 33, Carey st, Lincoln's inn
Mills, Samuel. Newton Great Bridge, Staffordshire, Grocer. Apr 24 at 10.30. Court house, Oldbury
Monkhouse, Elliott, Exeter, Machine Maker. Apr 15 at 11. Official Receiver, 13, Bedford Circus, Exeter
Moss, James William, and English Pearson, Hanley, Staffordshire, Tailors. Apr 10 at 2. North Stafford Station Hotel, Stoke upon Trent
Myers, George, and Parker Saunders, Kingston upon Hull, Drysalters. April 10 at 12.30. The Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Myers, George (sep estate), Kingston upon Hull, Drysalter. Apr 10 at 11.30. The Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Passman, John, Coxwold, Yorkshire, Grocer, Apr 16 at 12. Official Receiver, York
Richardson, Raymund, Holywell, Flintshire, Licensed Victualler. Apr 14 at 12. Official Receiver, Crypt chbrs, Chester
Roberts, Henry, Portmadoc, Carnarvonshire, Grocer. Apr 16 at 2. Official Receiver, Crypt chbrs, Chester
Rogers, Henry Harold, Mount Pleasant villas, Stroud Green, Commission Agent. Apr 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Saunders, Parker (separate estate), Kingston upon Hull, Drysalter. Apr 10 at 11. Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull
Scudamore, John, Hentland, Herefordshire, Farmer. Apr 10 at 2. Royal Hotel, Ross, Herefordshire
Shepard, William Thomas, Turnagain lane, Farringdon st, Printer. Apr 20 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
Slater, William, Runton, Norfolk, Shoemaker. Apr 11 at 1. Official Receiver, Queen st, Norwich
Smith, John, Bingley, Herbalist. Apr 17 at 3.30. Official Receiver, Ivegate chbrs, Bradford
Stringer, Edwin Harper, Stourbridge, Worcestershire, Boot Dealer. Apr 10 at 10.30. Talbot Hotel, Stourbridge
Stronach, Donald, Ripon, Yorkshire, Draper. Apr 17 at 11. Queen's Hotel, Leeds
Templer, John Charles, Caldecott, Rutlandshire, Coal Merchant. Apr 13 at 3. Official Receiver, 28, Friar lane, Leicester
Walker, William Johnson, Wells terr, Finsbury Park, Laundryman. Apr 20 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
White, Samuel, Ellesmere Port, Cheshire. Coal Dealer. Apr 15 at 2. Official Receiver, 48, Hamilton sq, Birkenhead
Woodman, James, Henley-in-Arden, Warwickshire, Licensed Victualler. Apr 15 at 3. Official Receiver, 17, Hertford st, Coventry
Wren, Edmund Cecil, Hartlepool, Durham, Miller. Apr 15 at 1.30. Royal Hotel, West Hartlepool
Wrenn, Charles, Bexhill, Sussex, no occupation. Apr 11 at 12. Official Receiver, Townhall chbrs, Hastings

ADJUDICATIONS.

Andronicos, Nicholas George, Birmingham, Merchant. Birmingham. Pet Mar 13. Ord Mar 31
Barrs, William Dennis, Dudley, Worcestershire, Fender Manufacturer. Dudley. Pet Mar 25. Ord Apr 1
Bates, Thomas, Rowley Regis, Staffordshire, Labourer. Oldbury. Pet Mar 27. Ord Mar 30
Bithell, Frederick William, Luton, Bedfordshire, Builder. Luton. Pet Mar 13. Ord Mar 30
Bond, Thomas, North Thoresby, Lincolnshire, Farmer. Great Grimsby. Pet Mar 16. Ord Mar 31
Bowen, David, and William John Bowen, Skewen, nr Neath, Glamorganshire Ironmongers. Neath. Pet Mar 3. Ord Mar 30
Bower, George, Sheffield, Yorkshire, Boot Maker. Sheffield. Pet March 31. Ord Mar 31
Brident, Robert, Leamington Priors, Warwickshire, Political Agent. Warwick Pet Mar 14. Ord Mar 30
Burrough, William, Fovant, Wiltshire, Shoemaker. Salisbury. Pet March 16. Ord April 1
Collyer, Arthur, Colvill pl, Whitfield st, Tottenham ct rd, Blacksmith. High Court. Pet March 11. Ord March 30
Davies, Dan Howell, Treherbert, Glamorganshire, Grocer. Pontypridd. Pet March 30. Ord March 31
Dickinson, Daniel, Workington, Cumberland, Coal Agent. Cockermouth and Workington. Pet March 26. Ord March 31
Evans, Benjamin Anthony, and Joshua Thomas Jones, Rye lane, Peckham, Drapers. High Court. Pet March 7. Ord March 30
Fogg, James, Bolton, Lancashire, Cotton Spinner. Bolton. Pet March 6. Ord March 28
France, William, Heckmondwike, Yorkshire, Grocer. Dewsbury. Pet March 20. Ord April 1

Graham, John, Carlisle, Plumber. Carlisle. Pet March 14. Ord March 30
Harris, Thomas, Swansea, Surveyor. Swansea. Pet Feb 23. Ord April 1
Harvey, Thomas, Bournemouth, Saddler. Poole. Pet March 14. Ord April 1
Hensman, Thomas James, Northampton, Currier. Northampton. Pet March 13. Ord March 30
Hopcraft, Thomas Smith, Old Broad st, Gent. High Court. Pet Jan 30. Ord March 30
Hubbard, Horatio, Leather lane, Holborn, Baker. High Court. Pet Dec 1. Ord March 28
Hudson, John, Leeds, Paper Hanging Manufacturer. Leeds. Pet March 9. Ord March 31
Hyland, Thomas, Amersham, Buckinghamshire, Farmer. High Court. Pet March 4. Ord March 30
Jones, John, Pwllheli, Carnarvonshire, Mason. Bangor. Pet March 28. Ord March 28
King, Thomas, Stockton on Tees, Joiner. Stockton on Tees and Middlesborough. Pet March 30. Ord March 30
Laughland, John, Cardiff, Ship Broker. Cardiff. Pet Jan 14. Ord April 1
Malgarini, F., Cannon st, Director of Companies. High Court. Pet Nov 14. Ord March 31
Mansfield, Charles Henry, Chobham rd, Stratford New Town, Carman. High Court. Pet March 7. Ord March 28
March, Thomas, Blaydon Bank, Durham, Builder. Newcastle on Tyne. Pet March 30. Ord March 31
McCoy, Michael, Warrington, Lancashire, of no occupation. Warrington. Pet April 1. Ord April 1
Mills, Samuel, Newtown Great Bridge, Staffordshire, Grocer. Oldbury. Pet March 26. Ord April 1
Monkhouse, Elliott, Exeter, Machine Maker. Exeter. Pet April 1. Ord April 1
Morris, David, Penygraig, Glamorganshire, Grocer. Pontypridd. Pet Mar 26. Ord Mar 30
Ohren, George Albert, Birmingham, Clothier. Birmingham. Pet Mar 9. Ord Apr 1
Paterson, Alfred Sweet, Holborn Viaduct, Commission Merchant. High Court. Pet Feb 14. Ord Mar 31
Penny, F J, Williams rd, Ealing Dean, Builder. Brentford. Pet Jan 12. Ord Mar 30
Rowe, Fread, Mornington rd, North Kensington, Blacksmith. High Court. Pet Mar 4. Ord Mar 28
Smith, John, Bingley, Yorkshire, Herbalist. Bradford. Pet Mar 31. Ord Mar 31
Snow, Charles, Winchester, Confectioner. Winchester. Pet Mar 12. Ord Mar 31
Snow, Eliza, Winchester, Confectioner. Winchester. Pet Mar 12. Ord Mar 31
Stronach, Donald, Ripon, Yorkshire, Draper. Northallerton. Pet Mar 27. Ord Mar 31
Stumbles, Richard Mole Crocker, Liverpool, Shipbroker. Liverpool. Pet Mar 12. Ord Apr 1
Templer, John Charles, Caldecott, Rutlandshire, Coal Merchant. Leicester. Pet Mar 30. Ord Apr 1
Thompson, Henry William, Manchester, Waiter. Manchester. Pet Mar 31. Ord Mar 31
Thornton, Charles Dry, Vanstone pl, Walham green, Auctioneer. High Court. Pet Feb 27. Ord Mar 28
Traveller, William Henry, West Mersea, Essex, Innkeeper. Colchester. Pet Feb 23. Ord Apr 1
Walmsley, Edward, Crampton st, Newington Butts, Hat Maker. High Court. Pet Mar 4. Ord Mar 31
Walsh, John, Lombard st, Financial Agent. High Court. Pet Mar 3. Ord Mar 30
Wood, Albert, Whitechapel rd, Victualler. High Court. Pet Jan 28. Ord Mar 30
Wrenn, Charles, Bexhill, Sussex, no occupation. Hastings. Pet Mar 30. Ord Mar 30
Young, Richard, Sevenoaks, Horse Dealer. Tonbridge Wells. Pet Feb 27. Ord Mar 30

ADJUDICATION ANNULLED.

Taylor, Samuel, Margate, Boarding House Keeper. Canterbury. Adj Jan 17. Annul Mar 20

TUESDAY, April 7, 1885.

RECEIVING ORDERS.

Bayliss, John Potter, Stockport, Cheshire, Jeweller. Stockport. Pet Apr 2. Ord Apr 2. Exam Apr 24
Breslauer, Louis, Gracechurch st, Ship Broker. High Court. Pet Feb 13. Ord Apr 1. Exam May 13 at 11 at 34, Lincoln's inn fields
Butcher, Albert Edwin, Lavender Hill, Battersea, Coal Merchant. Wandsworth. Pet Apr 2. Ord Apr 2. Exam Apr 30
Close, John Douglas, Hull, Manufacturing Chemist. Huddersfield. Pet Apr 2. Ord Apr 2. Exam Apr 20 at 10.30
Davies, George Allen, Old Bridge, Haverfordwest, Builder. Pembroke Dock. Pet Apr 2. Ord Apr 2. Exam Apr 15 at 12 at County Court Office, Pembroke Dock
Doughty, George, Derby, Auctioneer. Derby. Pet Apr 2. Ord Apr 2. Exam Apr 18
Douglas, John Ambrose, Ide Hill, nr Sevenoaks, Farmer. Tonbridge Wells. Pet Apr 2. Ord Apr 2. Exam May 14 at 1
Irving, George, Birmingham, Egg Merchant. Birmingham. Pet Apr 2. Ord Apr 2. Exam Apr 20 at 2
Jones, Joseph Gordon, Holt, nr Trowbridge, Cloth Manufacturer. Bath. Pet Apr 2. Ord Apr 2. Exam Apr 23 at 11.30
Knowles, Andrew, Over Darwen, Lancashire, Bootmaker. Blackburn. Pet Apr 2. Ord Apr 2. Exam Apr 21
Millar, Alexander, Derby, Hatter. Derby. Pet Mar 28. Ord Apr 2. Exam Apr 18
Norton, Shadrach, Stoney Stanton, Leicestershire, Builder. Leicester. Pet Mar 23. Ord Apr 2. Exam Apr 15 at 10
Padgett, Francis William, Wyke Regis, Dorsetshire, Brick Manufacturer. Dorchester. Pet Apr 2. Ord Apr 2. Exam Apr 16 at 12.30 at County Hall, Dorchester
Parsons, Robert Henry Best, Pitchcombe, Gloucestershire, Solicitor. Gloucester. Pet Apr 1. Ord Apr 2. Exam May 12
Richards, William Armstrong, Wheelock, Cheshire, Manager of Alkali Works. Macclesfield. Pet Apr 2. Ord Apr 2. Exam Apr 14 at 11
Todd, Charles Louis, Newcastle on Tyne, Working Jeweller. Newcastle on Tyne. Pet Apr 4. Ord Apr 4. Exam Apr 16
Torrens, C. A., High rd, Chiswick, Gentleman. Brentford. Pet June 9. Ord Mar 31. Exam Apr 28 at 2.30
Turnbull, William, Blyth, Northumberland, Innkeeper. Newcastle on Tyne. Pet Apr 2. Ord Apr 2. Exam Apr 14

FIRST MEETINGS.

Bayliss, John Potter, Stockport, Cheshire, Jeweller. Apr 15 at 11.30. Official Receiver, County chbrs, Market pl, Stockport
Gregory, Thomas, Aston Clinton, Buckinghamshire, Horse Dealer. May 13 at 11. County Court Office, Aylesbury, Bucks
Hervey, George William, Romford, Essex, Saddler. Apr 15 at 4. County Court, Romford
Padgett, Francis William, Wyke Regis, Dorsetshire, Brick Manufacturer. Apr 16 at 12.30. Antelope Hotel, Dorchester
Richards, William Armstrong, Wheelock, Cheshire, Manager of Alkali Works. Apr 16 at 2. Official Receiver, Bank chbrs, Bristol

ADJUDICATIONS.

Bayliss, John Potter, Stockport, Cheshire, Jeweller. Stockport. Pet April 2. Ord April 2
Boland, William Henry, and Thomas Fairley, Birmingham, Jewellers. Birmingham. Pet April 1. Ord April 2
Chavasse, Joseph Henry, Kingswinford, Staffordshire, Coalmaster. Stourbridge. Pet March 24. Ord April 1
Christmas, Thomas Vale, Basildon, Essex, Farmer. Chelmsford. Pet Feb 2. Ord Mar 31
Clarkson, John Alderson, Scarborough, Wine Merchant. Scarborough. Pet Feb 24. Ord April 2
Crabb, Charles, jun, Bodmin, Cornwall, Coach Builder. Truro. Pet Feb 27. Ord April 2
Goodman, Frederick George, Rochford, Essex, Saddler. Chelmsford. Pet March 4. Ord March 31
Pritchard, John, Croydon, Boot Maker. Croydon. Pet March 10. Ord April 2
Richards, William Armstrong, Wheelock, Cheshire, Manager of Alkali Works. Macclesfield. Pet April 2. Ord April 2
Robinson, James, Middlesborough, Commercial Clerk. Stockton on Tees and Middlesborough. Pet March 13. Ord April 2
Saunders, Henry, Ilminster, Somersetshire, Painter. Taunton. Pet March 20. Ord April 2
Senior, William Edward, Leeds, Cotton Waste Dealer. Leeds. Pet March 17. Ord April 1
Stringer, Edwin Harper, Stourbridge, Worcestershire, Boot Dealer and Commercial Clerk. Stourbridge. Pet March 16. Ord April 1
Tenney, Henry, and Walter Atkinson, Great Grimsby, Tailors. Great Grimsby. Pet March 7. Ord April 2

SALE OF ENSUING WEEK.

April 17.—Messrs. ST. QUINTIN & SON, at the Mart, at 2 p.m., Freehold and Leasehold Property (see advertisement, March 28, p. 4).

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